

# DRAFT



## Cochise County Board of Supervisors

Public Programs...Personal Service  
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**RICHARD R. SEARLE**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

### AGENDA FOR REGULAR BOARD MEETING

**Tuesday, May 10, 2016 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

#### PLEDGE OF ALLEGIANCE

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

#### ROLL CALL

*Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.*

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*Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.*

### CONSENT

#### Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 26, 2016.

#### Community Development

2. Approve an increase in Contract No. IFB 11-48-HFP-04 with Granite Construction for hot and cold mix road material in the not to exceed amount of \$220,000 from \$170,000.
3. Approve an Intergovernmental Agreement (IGA) between the City of Bisbee and the Cochise County Planning and Zoning Department for planning & zoning, subdivision development, and long range planning services.

#### County Attorney

4. Approve the proposed tax appeal settlement in Klump v. Cochise County, ST2015-000597, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.
5. Approve the proposed tax appeal settlement in JL Associates, LLC v. Cochise County, ST2015-000605, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

### **County Schools**

6. Approve Intergovernmental Agreement (IGA) SABG-GR-16-040116-01 between the Arizona State Office of Youth, Faith, & Family and the Cochise County School Superintendent's Office for substance abuse prevention for the period of April 1, 2016 through September 30, 2016 in the amount of \$20,000.

### **County Sheriff**

7. Approve a grant from the State of Arizona Border Security Trust Fund in the amount of \$219,211.87 to purchase equipment for border security missions.

### **Court Administration**

8. Ratify a proclamation to proclaim May 2, 2016 as Law Day in Cochise County.

### **Facilities**

9. Approve a lease agreement with Northrop Grumman Technology Services, Inc. for vacant property at Bisbee Douglas International (BDI) Airport as illustrated in the attached Exhibit A in the amount of \$1,500/per month during testing periods for a one year period with the option to renew for an additional four years in one year increments.

### **Finance**

10. Approve demands and budget amendments for operating transfers.

### **Fleet Services Management**

11. Approve the renewal of Contract No. IFB 12-22-HFM-04 for bulk fuel (unleaded and diesel) to Senergy Petroleum, LLC for the Fleet Services Department in the not to exceed amount of \$1,951,463 for the period July 1, 2016 through June 30, 2017.

### **Health & Social Services**

12. Approve a Field Service Agreement between Grand Canyon University and Cochise Health and Social Services (CHSS) for an intern program.
13. Approve contract ADHS16-109191 Amendment 1, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 07/01/2016 to 6/30/2017 in the amount of \$627,176.

14. Approve a Memorandum of Understanding (MOU) between COPE Community Services, Inc. Insiders Program and the Cochise Health and Social Services (CHSS) Department effective on date of approval by Board of Supervisors with no specific termination date.

### **Indigent Defense**

15. Approve an award of contract to Cameron Udall, Esq. for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.
16. Approve an award of contract to Donielle Wright for Indigent Defense Attorney Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.

### **Information Technology**

17. Approve Logicalis proposal for the purchase of additional Microwave/Network equipment (Switching and Metro Ethernet) needed for completion of the MPLS Network requirement on the Motorola 700 MHz System in the amount of \$150,352.55.

### **Workforce Development**

18. Approve Amendment #4 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

## ***PUBLIC HEARINGS***

### **Community Development**

19. Adopt Resolution 16-12 designating a portion of Ramsey Canyon Road, # 812, from milepost 0.00 to milepost 1.3, as a Context Sensitive Road.

## ***ACTION***

### **Board of Supervisors**

20. Approve Resolution 16-13 Approving the Purchase of 1728 Paseo San Luis, Sierra Vista to serve as a joint dispatch center in the amount of \$750,000.

### **Legal Defender**

21. Approve an increase to the Legal Defender total salary fund of \$21,500, or \$25,643 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

### **Public Defender**

22. Approve an increase to the Public Defender total salary fund of \$46,632, or \$55,618 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

### **CALL TO THE PUBLIC**

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

### **REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS**

### **SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Richard Searle**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

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**Cochise County Board of Supervisors**  
1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov



Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/10/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate  
or Basis for Support?:

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Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of April 26, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

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Budget Information

*Information about available funds*

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

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**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 05/10/2016

Contract IFB 11-48-HFP-04 Increase for Hot and Cold Mix Road Material

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
NOT Required**# of ORIGINALS** 0  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve an increase in Contract No. IFB 11-48-HFP-04 with Granite Construction for hot and cold mix road material in the not to exceed amount of \$220,000 from \$170,000.

**Background:**

The \$50,000 increase will allow the Highway and Floodplain Division to purchase road material needed to complete projects that are currently in progress and are scheduled to be completed in fiscal year 15/16. The Board of Supervisors approved the fourth and final contract option on June 6, 2015, a new solicitation will be issued to establish a new contract.

**Department's Next Steps (if approved):**

If approved, process purchase order for material and monitor contractor's performance.

**Impact of NOT Approving/Alternatives:**

Scheduled projects will be postponed until FY 16/17.

**To BOS Staff: Document Disposition/Follow-Up:**

No action required.

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds****1:****Fund Transfers**

**Fiscal Impact & Funding Sources  
(if known):**

These projects were budgeted in the Community Development, Highway and Floodplain Division annual FY 15/16 work plan fund line 251-4010-9-713.700.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 05/10/2016

IGA with Bisbee for Planning Services

**Submitted By:** Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between the City of Bisbee and the Cochise County Planning and Zoning Department for planning & zoning, subdivision development, and long range planning services.

**Background:**

Having Intergovernmental Agreements approved and in place between the County and the City of Bisbee would allow the City to have access to the services of competent County planning staff for individual projects on an as-needed basis. Bisbee would reduce or eliminate the need for both new hires and the hiring of more expensive outside consultant services.

The County would be able to provide expertise when staff is available, utilizing employees on City projects and generating income for the department. An Intergovernmental Agreement does not guarantee that staffing would be available when a City has the need, but provides the possibility of staffing on an intermittent basis.

Intergovernmental Agreements are common practice between jurisdictions. The County currently has another Intergovernmental Agreement in place with the City of Bisbee for Plan Review and Building Code Inspections; IGAs for Planning and Zoning, Subdivision Development Services, and Long Range Planning Services plus Rural Addressing with the City of Benson, and IGAs to provide Plan Review and Building Code Inspections for Huachuca City and Sierra Vista.

**Department's Next Steps (if approved):**

Keep original for files, send copy to Bisbee.

**Impact of NOT Approving/Alternatives:**

The County will not partner with the City of Bisbee to provide planning services.

**To BOS Staff: Document Disposition/Follow-Up:**

Send one copy to Jesse Drake to send to the City of Bisbee.

## Attachments

Bisbee Planning IGA

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BISBEE AND  
THE COUNTY OF COCHISE FOR PLANNING AND ZONING, SUBDIVISION  
DEVELOPMENT, AND LONG RANGE PLANNING SERVICES**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bisbee, a municipal corporation of the State of Arizona, hereinafter referred to as “the City”, and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as “the County”, pursuant to the authority of A.R.S. § 11-952, et seq.

WHEREAS, the City is authorized to establish a planning agency with the powers necessary to enable it to administer and enforce its planning functions pursuant to A.R.S. § 9-461; and

WHEREAS, the City’s planning agency has adopted a Zoning Code, a Subdivision Code and the City of Bisbee General Plan for long range planning; and

WHEREAS, the County has similar authorization to adopt Zoning Regulations, Subdivision Regulations and a Comprehensive Plan for long range planning within the unincorporated areas of the County, pursuant to A.R.S. §§ 11-804, 11-807, 11-811, and 11-821; and

WHEREAS, at certain times, due to the limited staff which the City has available for this work, the City is in need of assistance for the development and administration of zoning regulation, subdivision regulation, and long range planning services within the City of Bisbee; and

WHEREAS, pursuant to A.R.S. §§ 9.461, 11-803 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

WHEREAS, the County has the resources available to assist the City in the performance of certain planning and zoning, subdivision development and long range planning services under the terms and conditions of the Agreement,

**IT IS HEREBY AGREED THAT:**

1. The County agrees to provide, subject to the availability of its resources and upon the request of the City, planning and zoning, subdivision development and long range planning services for the City of Bisbee to be performed by qualified County personnel.

The services to be provided by the County shall be limited to review of use applications, subdivision tentative and final plats, rezoning applications and specific plans for conformance with the City of Bisbee Zoning Code, the City of Bisbee Subdivision Code and the City of Bisbee General Plan. Planning and Zoning services will be provided when the City planning staff is unavailable or if requested in writing. The City shall provide the County with the City of Bisbee Zoning Code, the City of Bisbee Subdivision Code and the City of Bisbee General Plan

for use of County planners when requested in order that County staff can determine conformance with the duly adopted Bisbee Zoning Code, Subdivision Code and Bisbee General Plan, as currently in effect, or as amended from time to time.

This Agreement shall not obligate or authorize County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City regulation or code. The City shall retain the full responsibility for all such enforcement actions.

2. The City shall agree to monthly billings for any planning and zoning services or assistance conducted by County personnel at the rate of seventy five dollars (\$75.00) per hour with a one hour minimum including travel time to and from any location that is deemed necessary by County employees to fulfill the services in this Agreement. Travel distance will be measured from 1415 Melody Lane, Bisbee, the County buildings, to the site where the services are rendered. Mileage will be paid based upon the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to the Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for purposes of workers’ compensation.

6. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the County shall defend, hold harmless and indemnify the City, its officers, agents and employees, from all demands, suits, damages and loss (“claims”) which result from the negligence or

intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

7. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

**APPROVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

COCHISE COUNTY BOARD OF  
SUPERVISORS

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

\_\_\_\_\_  
Patrick Call  
Chair of the Board

**APPROVED BY MAYOR AND COUNCIL OF THE CITY OF BISBEE, ARIZONA,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CITY OF BISBEE

\_\_\_\_\_  
Ashlee Coronado  
City Clerk

\_\_\_\_\_  
Ron Oertle  
Mayor



### **ATTORNEY CERTIFICATION**

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the above-identified parties who have both authorized the County undersigned to review the Agreement and waived any conflict of interest in so doing.

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Britt Hanson  
Civil Deputy County Attorney  
Bisbee City Attorney

**Regular Board of Supervisors Meeting****Meeting Date:** 05/10/2016

Approve Proposed Settlement of a Tax Appeal

**Submitted By:** Rebecca Deatherage, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the proposed tax appeal settlement in Klump v. Cochise County, ST2015-000597, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

**Background:**

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value of non-residential real properties, identified as assessor parcel number 406-17-002, 406-17-003, 406-17-004, 406-21-001, 406-21-002, 406-21-003, 406-21-005A, 406-21-018, 406-21-019, 406-21-020, 406-21-021, 406-21-022, 406-21-028, 406-21-031, 410-01-034, 410-01-035, 410-01-036, 410-01-037, 410-01-038, 410-01-039, 410-01-040, 410-01-041, 410-01-042, 410-01-043, 410-01-044, 410-01-045, 410-01-046, 410-01-047, 410-01-062, 410-01-066, 410-01-067, 410-01-069, 410-01-070, 411-15-003, with a property addresses in Cochise County, Arizona, for tax year 2015.

After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2016. The Assessor recommended a settlement offer that adjusts the full cash value and limited property value as follows:

**2016 TAX YEAR FROM TO**

1. 406-17-002: FCV \$35,686.00 FCV \$500.00

LPV \$35,686.00 LPV \$497.00

2. 406-17-003 FCV \$82,973.00 FCV \$1,680.00

LPV \$82,973.00 LPV \$1,670.00

3. 406-17-004 FCV \$77,860.00 FCV \$1,470.00

LPV \$77,860.00 LPV \$1,461.00

4. 406-21-001 FCV \$87,164.00 FCV \$2,310.00

LPV \$87,164.00 LPV \$2,296.00

5. 406-21-002: FCV \$147,854.00 FCV \$28,630.00

LPV \$147,139.00 LPV \$28,456.00

6. 406-21-003 FCV \$231,342.00 FCV \$91,937.00  
LPV \$231,342.00 LPV \$91,520.00  
7. 406-21-005A FCV \$36,120.00 FCV \$1,050.00  
LPV \$36,120.00 LPV \$1,044.00  
8. 406-21-018 FCV \$12,578.00 FCV \$500.00  
LPV \$12,578.00 LPV \$497.00  
9. 406-21-019: FCV \$12,569 .00 FCV \$500.00  
LPV \$12,569 .00 LPV \$497.00  
10. 406-21-020 FCV \$12,557.00 FCV \$500.00  
LPV \$12,557.00 LPV \$497.00  
11. 406-21-021 FCV \$12,541.00 FCV \$500.00  
LPV \$12,541.00 LPV \$497.00  
12. 406-21-022 FCV \$12,529.00 FCV \$500.00  
LPV \$12,529.00 LPV \$497.00  
13. 406-21-028: FCV \$12,025.00 FCV \$500.00  
LPV \$12,025.00 LPV \$497.00  
14. 406-21-031 FCV \$7,234.00 FCV \$500.00  
LPV \$7,234.00 LPV \$497.00  
15. 410-01-034 FCV \$8,719.00 FCV \$500.00  
LPV \$8,719.00 LPV \$497.00  
16. 410-01-035 FCV \$8,719.00 FCV \$500.00  
LPV \$8,719.00 LPV \$497.00  
17. 410-01-036: FCV \$8,721.00 FCV \$500.00  
LPV \$8,721.00 LPV \$497.00  
18. 410-01-037 FCV \$34,308.00 FCV \$500.00  
LPV \$34,308.00 LPV \$497.00  
19. 410-01-038 FCV \$8,728.00 FCV \$500.00  
LPV \$8,728.00 LPV \$497.00  
20. 410-01-039 FCV \$8,725.00 FCV \$500.00  
LPV \$8,725.00 LPV \$497.00  
21. 410-01-040: FCV \$8,723.00 FCV \$500.00  
LPV \$8,723.00 LPV \$497.00  
22. 410-01-041 FCV \$8,726.00 FCV \$500.00  
LPV \$8,726.00 LPV \$497.00  
23. 410-01-042 FCV \$8,728.00 FCV \$500.00  
LPV \$8,728.00 LPV \$497.00  
24. 410-01-043 FCV \$8,725.00 FCV \$500.00  
LPV \$8,725.00 LPV \$497.00  
25. 410-01-044: FCV \$8,721.00 FCV \$500.00  
LPV \$8,721.00 LPV \$497.00  
26. 410-01-045 FCV \$8,719.00 FCV \$500.00  
LPV \$8,719.00 LPV \$497.00

27. 410-01-046 FCV \$8,712.00 FCV \$500.00  
LPV \$8,712.00 LPV \$497.00  
28. 410-01-047 FCV \$8,714.00 FCV \$500.00  
LPV \$8,714.00 LPV \$497.00  
29. 410-01-062 FCV \$8,710.00 FCV \$500.00  
LPV \$8,710.00 LPV \$497.00  
30. 410-01-066 FCV \$8,716.00 FCV \$500.00  
LPV \$8,716.00 LPV \$497.00  
31. 410-01-067 FCV \$8,710.00 FCV \$500.00  
LPV \$8,710.00 LPV \$497.00  
32. 410-01-069 FCV \$8,714.00 FCV \$500.00  
LPV \$8,714.00 LPV \$497.00  
33. 410-01-070 FCV \$8,716.00 FCV \$500.00  
LPV \$8,716.00 LPV \$497.00  
34. 411-15-003 FCV \$25,384.00 FCV \$1,660.00  
LPV \$25,384.00 LPV \$1,650.00

The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

**Department's Next Steps (if approved):**

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

**Impact of NOT Approving/Alternatives:**

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Attorney's Office - Civil Division upon Board's approval.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Meeting Date:** 05/10/2016

Approve Proposed Settlement of a Tax Appeal

**Submitted By:** Rebecca Deatherage, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the proposed tax appeal settlement in JL Associates, LLC v. Cochise County, ST2015-000605, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

**Background:**

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value of non-residential real properties, identified as assessor parcel number 112-36-006, 112-36-007, 112-36-010, and 112-36-011, with a property address in Elfrida, Arizona, for tax year 2016.

After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2016. The Assessor recommended a settlement offer that adjusts the full cash value and limited property value as follows:

**2016 TAX YEAR FROM TO**

112-36-006: FCV \$37,572.00 FCV \$500.00  
 LPV \$37,313.00 LPV \$498.00  
 112-36-007 FCV \$37,601.00 FCV \$500.00  
 LPV \$37,342.00 LPV \$498.00  
 112-36-010 FCV \$37,435.00 FCV \$500.00  
 LPV \$37,177.00 LPV \$498.00  
 112-36-011 FCV \$37,543.00 FCV \$500.00  
 LPV \$37,284.00 LPV \$498.00

The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

**Department's Next Steps (if approved):**

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

**Impact of NOT Approving/Alternatives:**

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise County Attorney's Office - Civil Division upon Board's approval.

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**Attachments**

*No file(s) attached.*

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**Consent    6.**  
**County Schools**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Healthy Families Grant

**Submitted By:** Trudy Berry, County Schools

**Department:** County Schools

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Trudy Berry

**TITLE of PRESENTER:** School Superintendent

**Mandated Function?:** Not Mandated

**Source of Mandate or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

---

**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) SABG-GR-16-040116-01 between the Arizona State Office of Youth, Faith, & Family and the Cochise County School Superintendent's Office for substance abuse prevention for the period of April 1, 2016 through September 30, 2016 in the amount of \$20,000.

**Background:**

The Governor's Office has requested and all 15 County Superintendents have agreed to pilot this project.

**Department's Next Steps (if approved):**

Implement the rogram

**Impact of NOT Approving/Alternatives:**

None

**To BOS Staff: Document Disposition/Follow-Up:**

Send an original copy to the Governor's Office.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

## Attachments

Healthy Families IGA

Grant Budget

Healthy Families Information

IGA

---



SAMPLE BUDGET – County Superintendents

Category	Description	Amount
Personnel	Project Manager .50% @ \$50,000 (\$50,000 x .50% X 6 months = \$2,083)	\$12,500.00
Fringe	Employee related expenses are approximately 30% of the salaries including health benefits	\$3,750.00
Travel	Travel is determined at the AZ State rate of \$.445 per mile. \$.445 x 500 miles = \$222	\$222.00
Supplies	Program materials - printed materials, copy paper, envelopes, note pads, file folders, pens, pencils, markers, binder clips, postage and internet.	\$3,000.00
Other	Phone and internet	\$528.00
Total Project Costs		\$20,000

SAMPLE BUDGET – County Superintendents

Category	Description	Amount
Personnel	Project Manager .50% @ \$50,000 (\$50,000 x .50% X 6 months = \$2,083)	\$12,500.00
Fringe	Employee related expenses are approximately 30% of the salaries including health benefits	\$3,750.00
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Supplies	Program materials - printed materials, copy paper, envelopes, note pads, file folders, pens, pencils, markers, binder clips, postage and internet.	\$3,000.00
Other	Phone and internet	\$528.00
Total Project Costs		\$20,000



# HEALTHY FAMILIES — HEALTHY YOUTH

Educating Youth And Families On The Dangers Of Substance Abuse



**Did you know the average age for starting to use an addictive drug is 13 years old.**

To educate families and youth leaving elementary school on the dangers of substance abuse, The Governor's Office of Youth, Faith and Family has developed the Healthy Families, Healthy Youth initiative.

The initiative will foster and cultivate student health and wellness choices in regard to substance use through education and outreach.

## THE GOALS

- Educate students and their parents about today's substances with a focus on prevention.
- Provide students and parents with the tools necessary to make healthy choices in regard to substance use.
- Help youth and adults engage in meaningful dialogue about substance abuse and family norms.
- Promote youth and family prevention strategies through the creation of an annual "Family Plan".
- Promote youth, family and school wellness through comprehensive education.
- Provide youth, families and schools with prevention, intervention and treatment resources.

## PEER EDUCATION

The initiative will focus on peer education which is a successful model used nationwide and includes a number of benefits:

- Trained peer educators are often perceived as a more credible source of information than adult educators, and can serve as positive role models.
- Peer- led education can also improve teens' inclination to take action steps toward prevention.
- Adolescents who were counseled by peers were more likely to engage in an interactive discussion.
- Youth led programs may provide meaningful involvement with opportunities to increase self-discipline and self-esteem.

Are you a school administrator seeking more information about the High School Health & Wellness grant program? Contact us at (602) 542-4043 or visit our website at <http://goyff.az.gov/>.

Do you or someone you know need assistance in dealing with substance abuse? Visit [www.substanceabuse.az.gov](http://www.substanceabuse.az.gov)



Governor's Office  
of Youth, Faith and  
Family



**INTERGOVERNMENTAL AGREEMENT  
NO. IGA-SABG-GR-16-040116-02**

**Between the**

**STATE OF ARIZONA  
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY**

**And the**

**COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE**

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Cochise County School Superintendent's Office, located at 100 Clawson Avenue, P.O. Drawer 208, Bisbee, Arizona 85603.

WHEREAS, the U.S. Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services.

WHEREAS, the Arizona Department of Health Services provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. HS632006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Cochise County School Superintendent's Office to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the Cochise County School Superintendent's Office's role in the development, coordination, and implementation of Peer/Parent Substance Use Prevention Programming in a county middle school selected by the Cochise County School Superintendent's Office.

## **II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

The term of the Agreement shall commence April 1, 2016, and shall remain in effect until September 30, 2016, contingent upon GOYFF's receipt of final federal SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Cochise County School Superintendent's Office, the Cochise County School Superintendent's Office may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

## **III. DESCRIPTION OF SERVICES**

The Cochise County School Superintendent's Office shall:

1. Select and secure participation of one middle school that will include the entire 7<sup>th</sup> grade student population.
2. Provide the GOYFF with the total number of students in 7<sup>th</sup> grade.
3. Identify a Project Manager from the Cochise County School Superintendent's Office staff ("Project Manager.")
4. Ensure that the Project Manager attends the entire training at the middle school site scheduled during July or August, 2016.
5. Ensure the County Superintendent's attendance at the entire two hour event at the middle school scheduled for September, 2016.
6. Require that the Project Manager maintains regular contact with the middle school Project Coordinator to ensure the school's grant deliverables are met.
7. Provide services in accordance with this Agreement, which includes Attachment A (entitled *Cochise County Proposed Budget for Lowell School*, incorporated into this Agreement in its entirety) and Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).

## **IV. REPORTING REQUIREMENTS**

The Cochise County School Superintendent's Office shall submit invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines are:

- May 31, 2016
- June 30, 2016
- July 31, 2016
- August 31, 2016
- September 30, 2016

## **V. MANNER OF FINANCING**

The GOYFF shall:

1. Provide no more than \$20,000 to the Cochise County School Superintendent's Office, for costs associated with the activities listed in (i) Section III of this Agreement and (ii) Attachment A, entitled *Cochise County Proposed Budget for Lowell School*, incorporated into this Agreement in its entirety and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Provide payment upon receipt and approval of the invoices for services performed or goods received.

The Cochise County School Superintendent's Office shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) Section III of this Agreement, (ii) Attachment A, entitled *Cochise County Proposed Budget for Lowell School*, incorporated into this Agreement in its entirety, and (iii) Attachment B, entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety.
2. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
3. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Cochise County School Superintendent's Office and the GOYFF.

## **VI. DOCUMENTS INCORPORATED BY REFERENCE**

The State of Arizona's Uniform Terms and Conditions V9\_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at <https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9%28Rev%207-1-2013%29.pdf>. The Cochise County School Superintendent's Office warrants that it has read and understands the Uniform Terms and Conditions V9\_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

## **VII. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF/Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF/Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **VIII. INDEMNIFICATION**

To the fullest extent permitted by law, the Cochise County School Superintendent's Office shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs,

attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cochise County School Superintendent's Office or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Cochise County School Superintendent's Office to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Cochise County School Superintendent's Office from and against any and all claims. It is agreed that the Cochise County School Superintendent's Office will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Cochise County School Superintendent's Office agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Cochise County School Superintendent's Office for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**IX. INSURANCE**

The Cochise County School Superintendent's Office is a public entity and shall provide a certificate of self-insurance.

**X. OTHER**

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

**XI. NOTICES**

The Cochise County School Superintendent's Office shall address all notices relative to this Agreement to:

Deborrah Miller  
Special Project Manager  
Governor's Office of Youth, Faith and Family  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Trudy Berry  
Superintendent  
Cochise County School Superintendent's Office  
100 Clawson Avenue, P.O. Drawer 208  
Bisbee, Arizona 85603

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**COCHISE COUNTY SCHOOL  
SUPERINTENDENT'S OFFICE**

**GOVERNOR'S OFFICE OF YOUTH,  
FAITH AND FAMILY**

Trudy Berry  
Cochise County School Superintendent

Debbie Moak  
Director

Date

Travis Price  
Compliance Finance and Procurement Manager  
Office of the Governor



**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Border Security Trust Fund Grant Approval

**Submitted By:** Mark Genz, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature NOT  
Required

**# of ORIGINALS** 1  
**Submitted for Signature:**

**NAME** Mark Genz  
**of PRESENTER:**

**TITLE** Commander  
**of PRESENTER:**

**Mandated Function?:** Not Mandated

**Source of Mandate**  
**or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve a grant from the State of Arizona Border Security Trust Fund in the amount of \$219,211.87 to purchase equipment for border security missions.

**Background:**

Funds from the Arizona Border Security Trust Fund were offered to the Sheriff's Office in order to purchase equipment in an effort to create a virtual fence along the Mexican Border. These funds were originally going to be a state effort. When this didn't come to fruition, the money was offered to counties to purchase equipment to perform the same mission.

The Sheriff's Office submitted a proposal to purchase equipment to aid in this effort within Cochise County. It will be used by our specialty units such as SABRE and Ranch Patrol, along with NET. The equipment being purchased (see attached) is: 2 Global Positioning Systems, 2 Binoculars, 6 handheld thermal imaging cameras, 1 DiaScope and 1 infrared scope.

The check for this equipment has already been received and this grant needs to be approved by the board so the fund line can be set up and the equipment purchased.

**Department's Next Steps (if approved):**

Order the requested equipment and put it into use in the field.

**Impact of NOT Approving/Alternatives:**

The Sheriff's Office will lose the opportunity to purchase some costly yet essential equipment for the specialty units that work in the field against drug and human smuggling efforts.

**To BOS Staff: Document Disposition/Follow-Up:**

Please approve the acceptance of these funds so a fund line can be set up and the equipment ordered.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Proposal

Border Trust Fund Grant Form

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**Mark Dannels**  
**Sheriff**

**Thad Smith**  
**Chief Deputy**

## **Office of the Sheriff** **Cochise County**



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### **EXECUTIVE SUMMARY**

The Cochise County Sheriff's Office requests the amount of \$219,211.87 to purchase equipment to be utilized by specialty units from the agency in efforts to combat, reduce, and ultimately eradicate illegal human and drug smuggling in our communities.

This request is in reference to the Border Security Trust Fund to be utilized to construct and maintain a virtual or physical fence to secure the State of Arizona's borders.

### **I. SITUATION**

#### **A. General Situation:**

Cochise County Arizona is 6,215 square miles in land mass and shares 83 miles of international border with the Republic of Mexico. Cochise County has a significant history of smuggling activity dating back to the 1880's that continues to this day. With the implementation of operations, "Hold the Line" in Texas and "Gatekeeper" in California in early 1994, the actions taken created a funnel effect pushing Cochise County into the location of choice for border crossings by illegal aliens, human smuggling activity, and drug smuggling. The flow of illegal aliens through Cochise County has resulted in increased peripheral criminal activity such as home invasion robberies, burglaries, auto theft, and damage to property, and the proclivity of massive alien smuggling has long given concern that terrorists may choose this route to infiltrate the United States.

Another significant law enforcement concern is the fact that illegal aliens are prime targets for robbery, sexual assault, and kidnapping for ransom. In addition to the victimization of the illegal aliens, they tend to have no understanding of the inclement weather in the desert and high mountain areas in Cochise County thus creating innumerable cases of dehydration, hypothermia, and/or death.

Stolen vehicles tend to be the transportation of choice for smuggling operations and by utilizing stolen vehicles taken in major metropolitan areas such as Phoenix and Tucson, the smugglers are able to travel to Cochise County, pick up their cargo and leave either North, East, or West most times before the vehicle is even reported as stolen. The ingress and egress of the county is through two separate International Ports of Entry, one Interstate Freeway (I-10), five State Highways, and numerous county roads both improved and unimproved, which provides a ready means of transshipment for smugglers.

#### **B. Terrain/Weather:**

Cochise County is comprised of several different climate zones ranging from high desert grasslands to pine covered mountains. There are six mountain ranges within Cochise County of varying sizes and elevations, the tallest being just over 9700 feet, with large flat valleys between the ranges. The temperatures in Cochise County range in the upper 80's to over 100 degrees during the summer months, and in the low 40's to 50's in the winter months. The evenings and nights are significantly cooler regardless of the time of year and the rainy season known as "Monsoon" exhibits torrential rainfall, thunderstorms, hail, high winds, and lightning. Illegal aliens have died as a result of exposure to these elements, which include those who have perished in flash floods and being struck by lightning.

#### **C. Criminal Element:**

There are several smuggling organizations operating on both sides of the International border. These organizations typically are involved in both human and drug smuggling. As security along the International border has been strengthened by United States Border Patrol, greater resistance to apprehension has been presented by the smuggling operation. This resistance has manifested itself in assaults on officers; ranging from the physical to the deadly; and in high speed vehicle pursuits. It is common practice for the smugglers to utilize encrypted radios and cellular telephones to communicate among themselves and it is not unusual for the "load" vehicles to be escorted by scout vehicles and armed security. The smugglers utilize a variety of weapons to include machineguns, and employ body armor, night vision scopes, and scanners to monitor law enforcement. When smugglers become aware of law enforcement moving in on them, they typically make all effort to flee back across the border often resulting in high speed pursuits that endanger not only those involved, but the unsuspecting citizens as well.

#### **D. Friendly Forces:**

There are two International Ports of Entry in Cochise County, one in Naco and the second in Douglas. There are three United States Border Patrol (USBP) stations located in Douglas, Naco, and Willcox respectively. In addition to the Arizona Department of Public Safety (Highway Patrol) there are seven municipal police departments within the County. The Federal Bureau of Investigation, Immigration and Customs Enforcement, and Drug Enforcement Agency all operate offices within Cochise County. In addition, Fort Huachuca, a United States Army Installation, deploys both Military Police and Department of Defense Security Police. The Sheriff's Office also works cooperatively with the Santa Cruz County Sheriff's Office, the Hidalgo County (NM) Sheriff's Office, and the Graham County Sheriff's Office as well as with the Mexican Consular as needed.

#### **II. MISSION**

The overall mission of the operation of the Cochise County Sheriff's Office in the fight against illegal human and drug smuggling is to detect and apprehend human and drug smuggling cargos; to deter criminal activity peripheral to those activities; and to impair the smugglers ability to utilize the roadways within the County for their smuggling operations. Secondly the mission of this operation is to reduce the impact of alien victimization by human predators and the elements

#### **III. CONCEPT/EXECUTION**

It is the understanding of the Cochise County Sheriff's Office the US Government, specifically the USBP, is charged with the security of the countries International Borders. However, this agency believes we have a duty to further assist the USBP with their charged mission to guard and defend the citizens of Cochise County from those who illegally enter the country and/or those who would take advantage of these people illegally entering the country.

The Cochise County Sheriff's Office is of the opinion the USBP has done a considerable job in placing an actual and "virtual" fence on the border to deter most offenders from illegal entering the country. However, there are still numerous individuals illegally crossing into our country. It is our belief the funding available to build a border fence, actual or virtual, would be better spent to purchase equipment for the "boots on the ground" elements within our county to further fortify security measures that already exist.

Although a border fence provides some defense against unwanted intrusions, when they (intrusions) occur, having forces to respond to the areas that are compromised is essential to the mission. Further, these forces need to be well equipped to locate and apprehend those who choose to not follow the laws and rules of our nation and enter the country illegally.

The Sheriff's Office believes our "virtual fence" should be moveable or "fluid", meaning the equipment and forces should be able to adapt to the changing flows of traffic and locations of the traffic; as the criminal element traveling into our country and state uses different paths, trails, and roadways to move north into the country.

The only way for a fence, real or virtual, to work is to have law enforcement elements in the locations that are/were compromised to catch and/or deter travelers illegally entering the country. If we were to utilize this funding to place permanent fences, real or virtual, the ability to adapt, change, and ultimately catch the criminal element when they change their tactics would be nonexistent.

The smuggling organizations south of the border have found ways to alter their criminal activity every time law enforcement develops new technology and techniques to detect and deter their activities. In the fight against illegal immigration and drug smuggling, law enforcement efforts have mostly been permanent deterrents like fences and posted camera poles; to which the criminal element have found ways to conceal and continue their activities. By providing our personnel with equipment they can use to detect individuals illegally crossing our borders, these would be able to move where additional resources are needed to stop and deter the illegal flow of humans and/or drugs.

The Cochise County Sheriff's Office will utilize the funding from the Border Security Trust Fund to purchase equipment to be used by our Southeast Arizona Border Region Enforcement Team (SABRE) and our Ranch Patrol to assist the USBP in their efforts to secure the Arizona/Mexico border. The equipment purchased would make the deployments of these units more effective to locate the abovementioned offenders to apprehend and deport them back to the countries they originate from.

The Cochise County Sheriff's Office SABRE unit was started in 2013, and their primary objective is to focus on border related crimes that impact the citizens of Cochise County. They are a 9 person unit comprised of 3 Sheriff Deputies, 4 Border Patrol agents and 2 Department of Public Safety officers. They deploy in remote areas of Cochise County, usually on the border or several miles therein, and conduct interdiction operations on illegal human and drug smuggling.

The Cochise County Ranch Patrol was also activated in 2013. Their main purpose is to be a liaison between the Sheriff to the ranching and agriculture communities. They also provide intelligence gathered from these communities to SABRE in order to combat illegal human and drug smuggling.

Every year, the Cochise County Sheriff's Office responds to calls for service from citizens in our communities who report they have been burglarized by either the smugglers themselves and/or the human "cargo" the smugglers are escorting into the country. Some of these crimes were committed as the illegal aliens sought shelter due to the inclement weather, and others were committed as a means to gather money or property to further their journey into the country.

Also, our agency takes calls from service from those traveling illegally into our state who report they were assaulted, (physically and/or sexually) by the smugglers they paid to assist them in entering our country.

By purchasing the below listed equipment, the aforementioned elements would be able to better augment the barriers already in place on or near the border, further fortifying our states security against the illegal entry into our country.

### III. BUDGET #1

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Funding Request
Equipment Global Positioning Systems (GPS)	(2 )Garmin Rino 2.6" handheld Global Positioning Systems (GPS) @ \$599.00	\$1,199.88
Equipment Binoculars	(2) Swarovski SLC 15x56 HD Binoculars @ \$2,499.00	\$4,990.00
Equipment Handheld Thermal Imaging Camera	(6) FLIR Systems HS-307 Patrol 65mm Handheld Thermal Imaging Camera @\$8,929.00	\$53,574.00
Equipment DiaScope	(1) Zeiss Victory FL DiaScope 65T FL angled with Vario 15-56x Eyepiece @ \$3,198.99	\$3,198.99
Equipment Thermal Binocular	(1) FLIR Recon V with remote kit @ \$156, 249.00	\$156, 249.00
<b>Total</b>		<b>\$219,211.87</b>

### IV. CONCLUSION

If approved, the Cochise County Sheriff's Office will purchase and employ the above listed equipment immediately to combat the illegal flow of drugs and human smuggling into the state and our country. In utilizing the listed equipment, it would give the men and women who have a passion to serve our country, state, and local community tools to fight the criminal elements who refuse to follow the laws and rules of the State of Arizona in regards to entering the country illegally.

# Office of the Sheriff Cochise County



Mark J. Dannels  
Sheriff  
Thad J. Smith  
Chief Deputy

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Wednesday, April 6, 2016

Arizona State Senate  
1700 W. Washington St.  
Phoenix, AZ 85007  
Attn: Sandy Reilly

Re: Border Security Trust Fund

The Cochise County Sheriff's Office is requesting \$219,211.87 from the Border Security Trust Fund; to purchase equipment to be utilized by the CCSD Specialty Units in assisting with combating, reducing and ultimately eradicating illegal human and drug smuggling in Cochise County.

This request comes as a result of the actions taken by the Joint Border Security Advisory Committee on November 9, 2015; in which the Committee approved the \$219,211.87 transfer of funds to the Cochise County Sheriff's Office from the Border Security Trust Fund.

Attached is a copy of the original Executive Summary, previously submitted to the Border Security Trust Fund.

If you have any questions or issues with this request, please contact Lieutenant Ken Foster at 520.432.9533/[KFoster@cochise.az.gov](mailto:KFoster@cochise.az.gov) OR Commander Tom Alinen at 520.432.9505/[TAlinen@cochise.az.gov](mailto:TAlinen@cochise.az.gov).

On behalf of Cochise County, Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rea Anne Servia".

Rea Anne Servia,  
Administrative Manager  
520.432.9515  
[rservia@cochise.az.gov](mailto:rservia@cochise.az.gov)



WARRANT NO.  
217619898

**602-926-3230**

**\$219,211.87**

|| 76 19898 || : 122101133: 0000000000 21 ||



# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

## PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

## Court Administration

## Regular Board of Supervisors Meeting

Meeting Date: 05/10/2016

Law Day Proclamation

Submitted By: Regan Appelo, Court Administration

Department: Court Administration

Presentation: No A/V Presentation Recommendation: Approve

Document Signatures: BOS Signature Required # of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Eric Silverberg TITLE of PRESENTER: Court Administrator

Docket Number (If applicable):

Mandated Function?: Not Mandated Source of Mandate or Basis for Support?:

## Information

## Agenda Item Text:

Ratify a proclamation to proclaim May 2, 2016 as Law Day in Cochise County.

## Background:

WHEREAS Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower proclaimed the first Law Day on May 1, 1958;

## Department's Next Steps (if approved):

Submit the presidential proclamation to BOS for reading during the Law Day event.

## Impact of NOT Approving/Alternatives:

None

## To BOS Staff: Document Disposition/Follow-Up:

If approved, please send the signed copy to Eric Silverberg and have Pat Call read the proclamation at the 2016 Law Day Event.

## Attachments

Proclamation



# Cochise County Board of Supervisors

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

**RICHARD R. SEARLE**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## PROCLAMATION

Law Day  
May 2, 2016

WHEREAS, Law Day is an occasion of public acknowledgement of our Nation's and Arizona's heritage of justice, liberty and equality under the law;

WHEREAS, Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower proclaimed the first Law Day on May 1, 1958;

WHEREAS, the year 2016 marks the 50<sup>th</sup> anniversary of the Supreme Court's landmark decision, *Miranda v Arizona*;

WHEREAS, knowledge of our constitutional rights is an essential component to full exercising these rights;

WHEREAS, promoting public understanding of our constitutional rights are an important component in the civic education of the citizens of the United States and of the County of Cochise; and

WHEREAS, the American Bar Association has identified the 2016 Law Day theme as "Miranda-More than Words"

WHEREAS Law Day 2016, is commemorated in Cochise County this year at the Tombstone High School;

NOW THEREFORE, we the Cochise County Board of Supervisors, declare May 2, 2016, to be Law Day in Cochise County.

APPROVED AND ADOPTED this 28<sup>th</sup> day of April 2015.

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Richard R. Searle, Chairman

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Patrick G. Call, Vice-Chairman

---

Ann English, Supervisor

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Approve Bisbee-Douglas International Airport Lease Agreement

**Submitted By:** Terry Hudson, Procurement

**Department:** Procurement

**Presentation:** No A/V  
Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature  
Required

**# of ORIGINALS** 2  
**Submitted for Signature:**

**NAME**  
**of PRESENTER:** Ruben Miranda

**TITLE**  
**of PRESENTER:** Internal Services  
Administrator

**Mandated Function?:** Not Mandated

**Source of Mandate**  
**or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve a lease agreement with Northrop Grumman Technology Services, Inc. for vacant property at Bisbee Douglas International (BDI) Airport as illustrated in the attached Exhibit A in the amount of \$1,500/per month during testing periods for a one year period with the option to renew for an additional four years in one year increments.

**Background:**

The contractor will be conducting tests on the Hunter MQ-5B U-Wing unmanned aircraft system. The contractor will supply temporary aircraft shelters, mobile office and work space, FAA approved antennas and various other operational equipment. All equipment required for this testing has been approved by the FAA.

**Department's Next Steps (if approved):**

Execute lease agreement. Collect rent.

**Impact of NOT Approving/Alternatives:**

Loss of revenue.

**To BOS Staff: Document Disposition/Follow-Up:**

Lease agreement will be hand carried to the Clerk of the Board once signed by the Lessee.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

## **Fund Transfers**

### **Fiscal Impact & Funding Sources (if known):**

There is no fiscal impact associated with this recommendation, revenue will be generated for the BDI airport.

---

## **Attachments**

Exhibit A BDI Lease

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# EXHIBIT A

Jerry



J

191

191

191

BDI  
Equipment  
Location

Air Vehicle Covers

Mobile Work Trailers

Bisbee-Douglas  
International Airport



Explore







17

Air Vehicle Covers &  
Mobile Work Trailer  
Area

Equipment Location

35





**BDI Equipment Layout**



# BDI Equipment



HPIB RADOME  
6 ft diameter x 8 ft tall



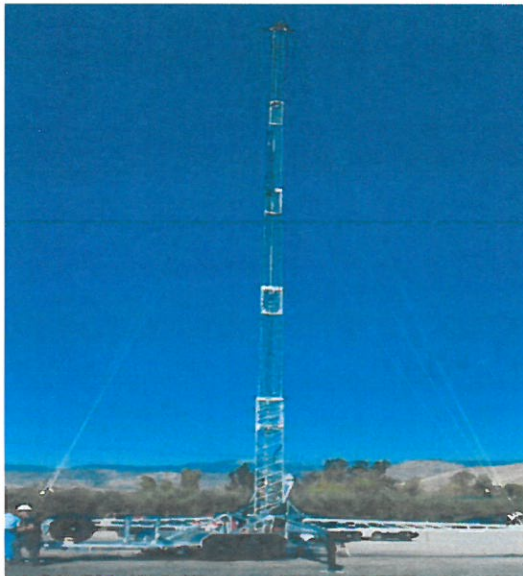
15 KW Generator  
7 ft long x 5 ft tall x 4 ft wide



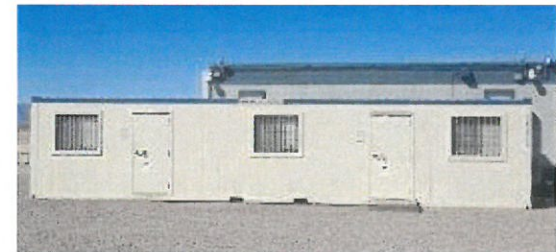
30 KW Generator  
8 ft long x 6 ft tall x 5 ft wide



LMTV with UGCS shelter and TDGT  
28 ft long x 7 ft wide x 13 ft tall



Tower 62 ft tall x 20 ft base



Mini-mobile trailer  
25 ft long x 7 ft tall x 8 wide

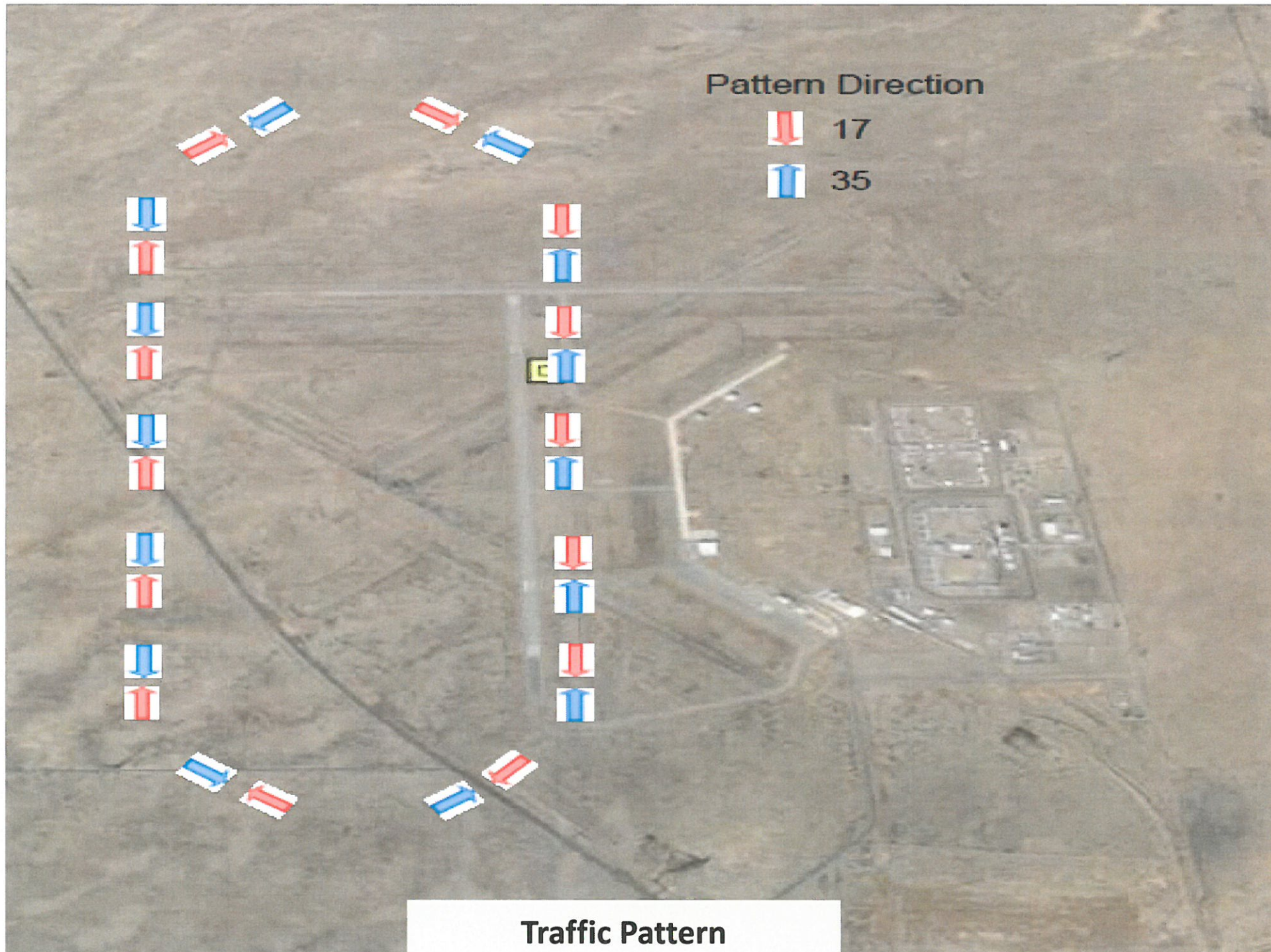


TDGT  
4 ft dish on a  
6 ft x 4 ft  
tripod  
platform

# Testing Schedule

Set Up of Equipment	6-17 Jun					
UWING 9.0.3.0 ACE v6.0 Regression Testing @ BDI	20-Jun	29-Jul				
U-Wing Formal Ground Test #1			1-12 Aug			
U-Wing EO Flight Test			15-19 Aug			
MCPA Sys Setup			22-26 Aug			
UAV ATP			29-Aug	2-Sep		
Flight Controls				5-9 Sep		
U-Wing Formal ATLS Ground Test #2				12-30 Sep		
MQ-5B U-Wing and MQ-5B Standard Formal ATLS Flight Testing @ BDI					1-Oct	18-Nov
U-Wing Test Report - Submission to USG						21-Nov
U-Wing PECP Submission to CRB						







# Hunter UAS



# AV COVER: Shade/ Maintenance Shelter

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Size: 68ft wide x 40ft long x 20ft center height  
Shade and maintenance hangars for Unmanned Aerial Vehicles UAV's. Sensitive equipment requires protection from weather, sun, and sand. These rapidly deployable shelters fit on 3 train air pallets





**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Demands

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**NAME** n/a  
**of PRESENTER:**

**Mandated Function?:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**TITLE** n/a  
**of PRESENTER:**

**Source of Mandate  
or Basis for Support?:**

---

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

Auditor-General's requirement for Board of Supervisors to approve.

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

Board of Supervisors will not be in compliance with State law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Meeting Date:** 05/10/2016

Approve Contract Renewal for Bulk Unleaded &amp; Diesel Fuel

**Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V  
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature  
Required**# of ORIGINALS** 2  
**Submitted for Signature:****NAME**  
**of PRESENTER:** Terry Hudson**TITLE**  
**of PRESENTER:** Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**  
**or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 12-22-HFM-04 for bulk fuel (unleaded and diesel) to Senergy Petroleum, LLC for the Fleet Services Department in the not to exceed amount of \$1,951,463 for the period July 1, 2016 through June 30, 2017.

**Background:**

This will be the fourth and final renewal period for Contract No. IFB 12-22-HFP-04 approved by the Board on June 12, 2012. Senergy Petroleum, LLC has agreed to hold their pricing firm for the contract renewal period.

**Department's Next Steps (if approved):**

Process purchase orders and monitor contractor performance.

**Impact of NOT Approving/Alternatives:**

The Procurement Department would be required to obtain quotes every time there was a requirement for bulk fuel resulting in higher prices and an additional workload for both the Procurement and Fleet Services Department.

**To BOS Staff: Document Disposition/Follow-Up:**

Contracts will be hand carried to the Clerk of the Board for signatures.

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

## **Fund Transfers**

### **Fiscal Impact & Funding Sources (if known):**

The Fleet Services Department has budgeted for this expenditure in FY 16/17 in the following fund lines;

109-750-9-413.750 - Light Fleet - \$875,000

600-1710-1740-412.710 - Heavy Fleet - \$663,963

600-1710-1730-412.710 - Heavy Fleet - \$412,500

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### **Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Health & Social Services****Meeting Date:** 05/10/2016

Field Experience Agreement

**Submitted By:** Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Mary Gomez **TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a Field Service Agreement between Grand Canyon University and Cochise Health and Social Services (CHSS) for an intern program.

**Background:**

The purpose of this agreement is to describe processes and responsibilities for each party so that CHSS can host GCU student interns in Public Health. GCU Intern will provide assistance to CHSS staff in all areas of public health functions as directed by CHSS staff. Intern will coordinate hours of work with CHSS Division Managers. GCU, without cost to County, shall provide an administrative framework and faculty for GCU students and shall be responsible for planning and implementing the field experience by the selection, supervision, counseling and evaluation of the students. All students will have general, instructional supervision by GCU faculty. Students will participate in the field experience program at County sites with the supervision of GCU preceptors.

GCU shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. GCU shall be responsible for notifying CHSS of any loss or reduction of accreditation, licensing and credentials of GCU, its personnel and/or students.

**Department's Next Steps (if approved):**

Implement Agreement.

**Impact of NOT Approving/Alternatives:**

Not approving this amendment would result in CHSS staff not being able to provide preceptorship training for GCU students.

**To BOS Staff: Document Disposition/Follow-Up:**

Signed Agreement to be returned to CHSS for disposition.

---

## **Attachments**

Field Services Agreement

Executive Summary

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# FIELD EXPERIENCE AGREEMENT

Between

GRAND CANYON UNIVERSITY

and

COCHISE COUNTY

For

EDUCATIONAL/FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON EDUCATION INC. d/b/a/GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "COLLEGE") and Cochise County, a political subdivision of the State of Arizona, (hereinafter referred to as "COUNTY"), with its principal place of business located at 1415 Melody Lane, Bldg. G, Bisbee, AZ 85603. This agreement shall replace or supersede all other agreements between the parties.

WHEREAS, COUNTY wishes to share its facilities within the Department of Health and Social Services, with the COLLEGE in the preparation of students by making its resources available to the faculty from the COLLEGE for the instruction of students.

WHEREAS, the COLLEGE and COUNTY share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

## SECTION 1

### RESPONSIBILITIES OF THE COLLEGE

1.1 Administrative Personnel and Faculty. The COLLEGE, without cost to COUNTY, shall provide an administrative framework and a teaching faculty for the COLLEGE, adequate in number, qualifications and competence to develop and carry forward its courses. The COLLEGE shall be responsible for planning and implementing the field experience by the selection, supervision, counseling and evaluation of the students. All students will have general, instructional supervision by COLLEGE faculty. Students from the COLLEGE will participate in the field experience program at COUNTY sites with the supervision of COLLEGE preceptors.

1.2 Standards of Education. The COLLEGE shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. The COLLEGE shall be responsible for notifying COUNTY of any loss or reduction of accreditation, licensing and credentials of the COLLEGE, its personnel and/or students.

1.3 Goals for Students. The objectives for student field experience will be submitted to COUNTY, prior to the actual field experience upon request of COUNTY.

1.4 Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the facility, and processed according to COUNTY'S policy/procedure.

1.5 Responsibility and Provision for Students. Subject to COUNTY'S overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the COLLEGE and it will make uniform and adequate provisions therefore in accordance with COLLEGE policies. The COLLEGE agrees that students and faculty are not employees of COUNTY for any purpose including workers' compensation or any other benefits.

1.6 Non-Liability of COUNTY. The COLLEGE will assume and maintain supervision of overall administrative, teaching, and student personnel and none of such personnel shall be deemed to be the employees or agents of COUNTY. COUNTY shall not be liable for any COLLEGE salaries or compensation whatsoever, and no COLLEGE personnel shall have any right or claim to any benefit or privilege as an employee or agent of COUNTY. The COLLEGE will assume liability for the acts and omissions of all its administrative, faculty and student personnel and shall indemnify and hold harmless COUNTY, its appointed boards, officers, employees and agents from any and all liabilities, claims, demands, and/or suits of any kind resulting from such personnel's acts or omissions. In the event one or more of the students or COLLEGE faculty should, independent of this Agreement, be employed by COUNTY, this Article shall not apply during the hours in which each student or COLLEGE faculty is performing his/her employed services to COUNTY.

1.7 Insurance. The COLLEGE will provide to COUNTY certificates of coverage showing that the COLLEGE is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

- (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million.
- (b) Professional liability insurance (errors and omissions) on an occurrence or claims made basis with a limit of not less than \$2 million per occurrence or wrongful act and \$4 million yearly aggregate.

- (c) The COLLEGE shall provide notification to COUNTY prior to cancellation, termination, non-renewal, or material alteration of any policy.
- (d) Failure by the COLLEGE to maintain the required insurance during any period of this Agreement shall give COUNTY the right to terminate this Agreement and COUNTY shall be entitled to recover from the COLLEGE all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

1.8 Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, COUNTY will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

1.9 Health Requirements. COLLEGE faculty and students shall be required to comply with the health standards applicable to COUNTY employees. Upon request, COLLEGE shall require students, at their own expense, to provide health status reports including drug screening and criminal background status reports to the COUNTY prior to participation. In the event adverse information is obtained from any/or all of these reports, the student shall be disqualified from participation at the COUNTY.

1.10 Advise Students of these Obligations. The COLLEGE has the responsibility of advising the students of their obligations toward COUNTY, the COLLEGE, and all participants in the education process.

1.11 Performance Evaluation. The COLLEGE shall provide COUNTY with a performance evaluation tool to be completed for each student by COUNTY, as applicable.

1.12 Policies, Rules, and Regulations. COLLEGE shall instruct each student that he/she shall follow all administrative policies, standards and practices of COUNTY while participating in the field experience to the extent that COUNTY'S rules and regulations do not contradict COLLEGE'S rules and regulations.

1.13 Maintain Privacy of Participant Records. COLLEGE shall comply with the COUNTY'S applicable policy regarding the Health Insurance Portability and Accountability Act (HIPAA) and shall not disclose any records concerning a participant to any third party without the prior written consent of COUNTY.

1.14 INSPECTION AND AUDIT: COLLEGE agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the Agreement. In addition, COLLEGE agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

1.15 PUBLIC RECORDS LAW: Notwithstanding any other provision of the Agreement, the parties understand that COUNTY is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.



## SECTION 2

### RESPONSIBILITIES OF COUNTY

2.1 Maintenance of Participant Services. COUNTY understands and agrees that it is responsible for developing and maintaining services to all of its participants. COUNTY will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the COLLEGE.

2.2 Non-Liability of COLLEGE. COUNTY will assume and maintain complete control and supervision over all administrative and staff personnel and no such personnel shall ever be deemed to be the employees or agents of the COLLEGE. COUNTY shall assume and maintain responsibility for participant. No such personnel shall ever be deemed to be the employees or agents of the COLLEGE. The COLLEGE shall not be liable for any COUNTY salaries or compensation whatsoever and no such personnel shall have the right or claim to any benefit or privilege as an employee or agent of the COLLEGE. COUNTY will assume sole and complete liability for the acts and omissions of all of its personnel and shall indemnify and hold harmless the COLLEGE, its appointed boards, officers, employees, students, and agents from any and all liability, claims, fines, demands and/or suits of any kind arising from the acts or omissions of such personnel.

2.3 Standards of Participant Care. COUNTY shall have the right and duty to fix, and it may alter, standards of participant care for participants within COUNTY facilities and in this connection agrees to take into consideration requests and suggestions by COLLEGE having to do with sound teaching. COUNTY shall maintain sound teaching necessary to maintain the COLLEGE'S accreditation, including accreditation by the applicable State's Department of Health Services.

2.4 Designation of Participants and Field Experience Areas. COUNTY shall have the sole right to determine and designate, and from time to time change, those participants, participant groups, field experience areas and field experience activity which may be included in the field experience teaching of the COLLEGE, and the COLLEGE agrees that it will faithfully observe all such designations and all restrictions and limitations imposed by COUNTY. Selection of individual student assignments will be the mutual responsibility of faculty instructors and site supervisors or their designee.

2.5 Coordination of Field experience. COUNTY, without cost to the COLLEGE will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the COLLEGE of COUNTY'S philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the COLLEGE faculty and COUNTY STAFF, (iv)

COUNTY shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in COUNTY'S policies and programs.

2.6 Inspection for Accreditation. COUNTY shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the COLLEGE or its accrediting agencies.

2.7 Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, COUNTY reserves the right, upon consultation with the COLLEGE, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with COUNTY, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

2.8 Facilities Provided by COUNTY. Upon request of COLLEGE, COUNTY agrees to make available to the COLLEGE certain facilities of COUNTY for use by the COLLEGE faculty without charge. Such facilities to include conference room space, classrooms and dining facilities for COLLEGE faculty and students, and the use of COUNTY'S library(s) if available. The COLLEGE understands and agrees that the library student rules must be maintained, if applicable.

2.9 Access to COUNTY. The faculty and students shall have access to the designated participant care/service areas and services departments of COUNTY during periods of actual instruction and practice courses in the field experience areas. The COLLEGE faculty and students shall have access to the individual participant records of participants with whom they are working as required for instructional purposes.

2.10. Maintain Privacy of Student Records. COUNTY shall comply with the Family Education Rights and Privacy Act of 1974 and shall not disclose any records concerning a student or a student's participation in the field experience program to anyone other than the COLLEGE.

### SECTION 3

#### RESPONSIBILITIES OF COLLEGE AND COUNTY

3.1 Independent Contractor. The parties hereto mutually agree that the relationship to exist between the COLLEGE and COUNTY is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other. The parties agree to promote a high quality of education and participant care and to seek to render the best service possible to the public. Shared performance between professional staff and student shall be encouraged as available during the experience in the field areas.

3.2 Liability. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, students, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

3.3 Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliations or belief. The COLLEGE and COUNTY will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973, as well as all related state laws. The COLLEGE AND COUNTY will also comply with Executive Order 112-46, and will not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

3.4 Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

3.5 Applicable Law and Venue. The Agreement shall be subject to and governed by the laws of the State of Arizona. Jurisdiction and venue of any action against the COUNTY shall be in Cochise County, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

## SECTION FOUR

### DURATION AND TERMINATION

4.1 Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

4.2 CONFLICT OF INTEREST: This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511, which are incorporated herein.

Notice to the COLLEGE shall go to the following:

GRAND CANYON UNIVERSITY  
3300 West Camelback Road  
Phoenix, Arizona 85017  
ATTN: CONHCP - OFE

Notice to the COUNTY shall go to the following:

Cochise Health and Social Services  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603  
ATTN: Mary Gomez

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

COCHISE COUNTY

COLLEGE OF NURSING AND  
HEALTH CARE PROFESSIONS  
GRAND CANYON UNIVERSITY

By: \_\_\_\_\_  
Title: CHAIRMAN OF THE BOARD  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Dr. Melanie Logue, Dean CONHCP  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elda Orduño, Deputy County Attorney

## Executive Summary Form

### Agenda Number: HLT 2873      Field Service Agreement

#### Recommendation:

Approval of a Field Service Agreement between Grand Canyon University and Cochise Health and Social Services (CHSS). This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature.

#### Background (Brief):

The purpose of this agreement is to describe processes and responsibilities for each party so that CHSS can host GCU student interns in Public Health. GCU Intern will provide assistance to CHSS staff in all areas of public health functions as directed by CHSS staff. Intern will coordinate hours of work with CHSS Division Managers. GCU, without cost to County, shall provide an administrative framework and faculty for GCU students and shall be responsible for planning and implementing the field experience by the selection, supervision, counseling and evaluation of the students. All students will have general, instructional supervision by GCU faculty. Students will participate in the field experience program at County sites with the supervision of GCU preceptors.

GCU shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. GCU shall be responsible for notifying CHSS of any loss or reduction of accreditation, licensing and credentials of GCU, its personnel and/or students.

#### Fiscal Impact & Funding Sources:

No fiscal impact. Interns will be supervised by existing staff and utilize existing furniture and office equipment as needed.

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

#### Impact of Not Approving:

Not approving this amendment would result in CHSS staff not being able to provide preceptorship training for GCU students.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

HPHC Integrated IGA Amendment #1

**Submitted By:** Ray Falkenberg, Health & Social Services

**Department:** Health & Social Services

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve

**# of ORIGINALS** 0  
**Submitted for Signature:**

**NAME** Judy Gilligan  
**of PRESENTER:**

**TITLE** Director Prev Svcs  
**of PRESENTER:**

**Mandated Function?:** Not Mandated

**Source of Mandate**  
**or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve contract ADHS16-109191 Amendment 1, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 07/01/2016 to 6/30/2017 in the amount of \$627,176.

**Background:**

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

**Department's Next Steps (if approved):**

Implement IGA Amendment #1

**Impact of NOT Approving/Alternatives:**

Not approving this amendment would result in the termination of all included CHSS contracts to provide the services described above to improve the health of Cochise County residents.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A -- Director may execute IGA.

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**Budget Information**

*Information about available funds*

**Budgeted:** ☒

**Funds Available:** ☒

**Amount Available:** 627176

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1: 221  
2: 232  
3: 242  
4: 249, 529

**Fund Transfers**

**Fiscal Year:** 2017

**One-time Fixed Costs? (\$\$\$):** 0

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 169762

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

	Tobacco	HAPI / Chronic Disease	Accred (1 qtr. only)	Family Planning	Teen Pregnancy Prevention
Salaries/EREs	\$251,479	\$61,528	\$10,785	\$26,694	\$106,728
2016 A-87 OH at 46.31%	\$116,460	\$28,494	\$4,995	\$12,362	\$49,426
Authorized OH @ 10% (where applicable)	\$25,148	\$6,153	\$0	\$0	\$10,673
Net County Subsidy	\$91,312	\$22,341	\$4,995	\$12,362	\$38,753

<b><i>Aggregate Net County Subsidy</i></b>					<b><i>\$169,763</i></b>
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#### Attachments

[Executive Summary](#)  
[Grant Approval Form](#)  
[IGA](#)

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## Executive Summary Form

### Agenda Number: HLT 2874 (Integrated IGA)

#### **Recommendation:**

Approve: ADHS16-109191 Amendment 1, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2016 to 6/30/2017. This amendment: (i) provides modest administrative changes in item numbering only, and (ii) provides minor changes on the Scope of Work by combining HAPI with Chronic Disease, and combining Family Planning with Maternal & Child Health Title 5. The amendment also provides a new price sheet for 07/01/2016 through 06/30/2017 in the amount of \$627,176, which includes the incremental amounts of \$307,877 for Tobacco, \$72,357 for HAPI/Chronic Disease, \$11,812 for Preventive Health Block Grant (for Accreditation, one quarter only), \$98,715 for Family Planning/MCH Title 5 and \$136,415 for Teen Pregnancy.

#### **Background (Brief):**

In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

#### **Fiscal Impact & Funding Sources:**

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$627,176. The net county subsidy of \$169,762 is calculated as follows:

	Tobacco	HAPI / Chronic Disease	Accred (1 qtr. only)	Family Planning	Teen Pregnancy Prevention
Salaries/EREs	\$251,479	\$61,528	\$10,785	\$26,694	\$106,728
2016 A-87 OH at 46.31%	\$116,460	\$28,494	\$4,995	\$12,362	\$49,426
Authorized OH @ 10% (where applicable)	\$25,148	\$6,153	\$0	\$0	\$10,673
Net County Subsidy	\$91,312	\$22,341	\$4,995	\$12,362	\$38,753

***Aggregate Net County Subsidy***

***\$169,763***

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

#### **Impact of Not Approving:**

Not approving this amendment would result in the termination of all included CHSS contracts to provide the services described above to improve the health of Cochise County residents.



# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

## PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS16-109191**

Amendment No. 1

Procurement Officer:  
Russell Coplen

### Healthy People Healthy Communities

**Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:**

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Agreement Terms and Conditions are revised as follows:
  - 1.1 Provision Five (5) Costs and Payments, Section 5.2 Recoupment of Contract Payments, Subsection 5.2.3 is replaced with the following:
    - 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
  - 1.2. Provision Twenty (20) is added as follows:

Continued on next page.

#### Cochise County

Contractor Name

1415 W. Melody Lane Building A

Address

Bisbee AZ 85603  
City State Zip

#### CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

*Elda Orduno*

27 April 2016

Signature Date

Elda Orduno, Deputy County Attorney

Printed Name

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date  
Assistant Attorney General

Printed Name:

#### CONTRACTOR SIGNATURE

Contractor Authorized Signature

Printed Name


Title

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Procurement Officer

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.frs.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://azdhs.gov/procurement> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

2. The Agreement Scope of Work is revised as follows:

- 2.1. Provision Five (5), Evidence Based Strategies is replaced with the following:

5. Evidence Based Strategies


Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org> ) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org> /) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:.

- 5.1. Exhibit A – Tobacco;
- 5.2. Exhibit B – DELETED (Included in Exhibit C);
- 5.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;
- 5.4. Exhibit D - Public Health Accreditation Preparation;
- 5.5. Exhibit E - Teen Pregnancy Prevention;
- 5.6. Exhibit F – DELETED (Included in Exhibit G); and
- 5.7. Exhibit G - Family Planning/Maternal and Child Health.

- 2.2. Provision Ten (10), Section 10.7 is replaced with the following:

- 10.7 Exhibit A-G Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).

- 10.7.1. Exhibit A– Tobacco;
- 10.7.2. Exhibit B – DELETED (Included in Exhibit C);
- 10.7.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;
- 10.7.4. Exhibit D – Public Health and Health Services Block Grant;

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

10.7.5. Exhibit E – Teen Pregnancy Prevention;

10.7.6. Exhibit F – DELETED (Included in Exhibit G); and


10.7.7. Exhibit G – Family Planning/Maternal and Child Health.

2.3. Provision Eleven (11), Section 11.1 is replaced with the following:

11.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services  
150 N. 18th Avenue, Suite 300  
Phoenix, AZ 85007  
Attn: Mark Martz, Program Manager  
Mark.Martz@azdhs.gov, 602-364-2586

3. The Intergovernmental Agreement Exhibit C is replaced with the Exhibit C of this Amendment number One (1).
4. The Intergovernmental Agreement Exhibit G is replaced with the Exhibit G of this Amendment number One (1).
5. The Intergovernmental Agreement Price Sheet is replaced with the Price Sheet of this Amendment number One (1). Revised Grand Total amount is equal to \$627,176.00. ProcureAZ Items Tab will be updated upon execution of this Amendment.

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

### EXHIBIT C

#### Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)/Chronic Disease

Counties may select one (1) or more strategies from the Health in Arizona Policy Initiative (HAPI) strategic area, and one (1) or more strategies from the Chronic Disease strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

#### 1. Strategic Area: Health in Arizona Policy Initiative (HAPI)

##### 1.1. Program Strategy/s:

##### 1.1.1. Procurement of Healthy Foods:


- 1.1.1.1. Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines;
- 1.1.1.2. Establish contract and bid writing standards to promote healthy food and beverages;
- 1.1.1.3. Establish healthy vending policies within institutions;
- 1.1.1.4. Establish nutrition standards for the procurement of foods and beverages offered in the workplace;
- 1.1.1.5. Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar;
- 1.1.1.6. Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher; and
- 1.1.1.7. Other evidence based related strategy.

##### 1.1.2. Healthy Community Design:

- 1.1.2.1. Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit;
- 1.1.2.2. Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing;
- 1.1.2.3. Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives;
- 1.1.2.4. Establish sites for community gardens in institutional settings and/or underserved areas; and
- 1.1.2.5. Other evidence based related strategy.

##### 1.1.3. School Health:

- 1.1.3.1. Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings;
- 1.1.3.2. Improve the nutrition quality of foods and beverages served in schools;
- 1.1.3.3. Improve the quality and amount of physical education and/or physical activity in schools;
- 1.1.3.4. Target outreach and enrollment efforts to populations disproportionately uninsured.

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

1.1.3.5. Support the work of schools to implement School Health Index/School Health Assessment; and

1.1.3.6. Other evidence based related strategy.

1.1.4. Healthy Worksites:

1.1.4.1. Increase opportunities for physical activity in the workplace;

1.1.4.2. Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors;

1.1.4.3. Provide disease self-management classes to employees;

1.1.4.4. Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans;

1.1.4.5. Increase the number of employees that utilize preventive health screenings within employer health plans;

1.1.4.6. Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services;

1.1.4.7. Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management; and

1.1.4.8. Other evidence based related strategy.

1.1.5. Clinical Care:

1.1.5.1. Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models;

1.1.5.2. Integrate peer-support/promotora models into the healthcare institutional setting;

1.1.5.3. Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers);

1.1.5.4. Integration or implementation of patient-centered medical home (PCMH) model of primary care;

1.1.5.5. Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training;


1.1.5.6. Increase the number of health care systems that develop and implement a language access plan;

1.1.5.7. Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans; and

1.1.5.8. Other evidence based related strategy.

1.1.6. Children and Youth with Special Health Care Needs:

1.1.6.1. Promote inclusion of focus on children and youth/young adults with special health care needs;

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
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- 1.1.6.2. Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs;
- 1.1.6.3. Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs;
- 1.1.6.4. Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level; and
- 1.1.6.5. Other evidence-based related strategy.

## 2. Chronic Disease

### 2.1. Program Strategy/s:

- 2.1.1. Improve public awareness of Alzheimer's disease and available resources for patients, caregivers and/or family members and health care providers;
- 2.1.2. Improve public awareness of risk factors and detection of pulmonary disease.
- 2.1.3. Promote and implement the Million Hearts Initiative;
- 2.1.4. Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model;
- 2.1.5. Other evidence-based related strategy.

## 3. HAPI Specific Tasks and Requirements:

- 3.1. A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children; and
- 3.2. The County will coordinate school health activities with any other funding received for school health activities such as the Arizona Nutrition Network.

## 4. Chronic Disease Specific Tasks and Requirements:

- 4.1. Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf>).


## 5. Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

### 5.1. Alzheimer's/Dementia:

- 5.1.1. The County will work with the Alzheimer's Association- Desert Southwest Chapter to increase public awareness of Alzheimer's/Dementia including the warning signs of Alzheimer's disease to patients, caregivers and/or family members and health care providers; and
- 5.1.2. The County will work with the Alzheimer's Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer's Association from provider's offices.

### 5.2. Chronic Lower Pulmonary Disease:



	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

5.2.1. The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease;

5.2.2. The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma; and

5.2.3. The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

5.3. Cardiovascular Disease:

5.3.1. The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative; and


5.3.2. Increase intervention and participation in disease management programs.

5.4. Chronic Disease Self-Management:

5.4.1. The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s));

5.4.2. The County will ensure that staff is trained; and

5.4.3. The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

## EXHIBIT G

### Evidence-Based Strategies for Family Planning/Maternal and Child Health (Title V Block Grant)


#### 1. Maternal and Child Health

##### 1.1. Program Strategies:

- 1.1.1. The County shall implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.
- 1.1.2. The County shall implement multi-faceted, evidence based or evidence informed strategies at the county level that address state priorities as identified through Arizona's 2016 Title V Maternal Child Health Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the National Performance Measures which will in turn influence the National Outcome Measures. The County shall select from the following:
  - 1.1.2.1. Increase the percent of women with a past year preventive medical visit;
  - 1.1.2.2. Increase the percent of infants who are ever breastfed and (B) increase the percent of infants breastfed exclusively through 6 months;
  - 1.1.2.3. Decrease the rate of hospitalizations for non-fatal injury per 100,000 children ages 0-9 and adolescents ages 10-19. Counties may choose from one or more of the following:
    - 1.1.2.3.1. Increase safe sleep environment;
    - 1.1.2.3.2. Decrease injury around the house for the 1-4 yr old group; and
    - 1.1.2.3.3. Decrease injury to teens from car crashes.
  - 1.1.2.4. Decrease the percent of adolescents, ages 12-17, who are bullied or who bully others;
  - 1.1.2.5. Increase the percent of adolescents, ages 12-17, with a preventive medical visit in the past year; and
  - 1.1.2.6. (A) Decrease the percent of women who smoke during pregnancy (B) Decrease the percent of children who live in households where someone smokes.

##### 1.2. Maternal and Child Health Specific Tasks and Requirements:

- 1.2.1. If a County chooses to implement 1.1.1, Family Planning Program Strategy, the County will also implement, at a minimum, one (1) 1.1.2 Maternal and Child Health Strategy.
- 1.2.2. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services." Additionally, media and/or printed educational materials will also adhere to the required wording as follows: "This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration, Maternal and Child Health Bureau, under grant number 93.994 and title for \$ (to be filled in by Grantee upon receipt of grant award). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

**PRICE SHEET**

**HEALTHY PEOPLE HEALTHY COMMUNITIES**

**COCHISE – ADHS16-109191**

**JULY 1, 2016 - JUNE 30, 2017**

**ACTION PLAN**


ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan – All Programs	EA	1	\$72,276.00	\$72,276.00
<b>TOTAL</b>		<b>1</b>	<b>\$72,276.00</b>	<b>\$72,276.00</b>

**TOBACCO**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485.00
<b>TOTAL</b>		<b>4</b>	<b>\$73,121.25</b>	<b>\$292,485.00</b>

**HAPI - CHRONIC DISEASE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. HAPI, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical, Special Health Care Needs, Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$15,624.75	\$62,499.00
<b>TOTAL</b>		<b>4</b>	<b>\$15,624.75</b>	<b>\$62,499.00</b>

	<b>INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Agreement No: <b>ADHS16-109191</b>	Amendment No. <b>1</b>	Procurement Officer: Russell Coplen

#### PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	1	\$11,812.00	\$11,812.00
<b>TOTAL</b>		<b>1</b>	<b>\$11,812.00</b>	<b>\$11,812.00</b>

#### FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$19,743.00	\$78,972.00
<b>TOTAL</b>		<b>4</b>	<b>\$19,743.00</b>	<b>\$78,972.00</b>

#### TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$27,283.00	\$109,132.00
<b>TOTAL</b>		<b>4</b>	<b>\$27,283.00</b>	<b>\$109,132.00</b>

#### TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
<b>GRAND TOTAL</b>				<b>\$627,176.00</b>

**Regular Board of Supervisors Meeting****Health & Social Services****Meeting Date:** 05/10/2016

COPE Community Services MOU

**Submitted By:** Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Mary Gomez **TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a Memorandum of Understanding (MOU) between COPE Community Services, Inc. Insiders Program and the Cochise Health and Social Services (CHSS) Department effective on date of approval by Board of Supervisors with no specific termination date.

**Background:**

The purpose of this MOU is to develop a framework of cooperation between Cochise Health and Social Services, and COPE Insiders to develop HIV Confirmatory Testing Procedures and Protocols. CHSS shall provide HIV Confirmatory Testing and Partner services to eligible members as allowable, and dictated, by Arizona Department of Health Services. CHSS will accept referrals from COPE Insiders for services. CHSS will participate in conjoint planning and coordination of care for the collaborative services under this agreement.

**Department's Next Steps (if approved):**

Implement MOU.

**Impact of NOT Approving/Alternatives:**

Not approving this MOU would result in CHSS staff not being able to provide services for COPE Insiders in need of confirmatory HIV testing.

**To BOS Staff: Document Disposition/Follow-Up:**

Return signed MOU to CHSS.

**Attachments**

Executive Summary  
MOU

## Executive Summary Form

### Agenda Number: HLT 2875    Memorandum of Understanding

#### Recommendation:

Approval of an MOU between COPE Community Services, Inc. Insiders Program and the Cochise Health and Social Services (CHSS) Department effective on date of approval by Board of Supervisors with no specific termination date.

#### Background (Brief):

The purpose of this MOU is to develop a framework of cooperation between Cochise Health and Social Services, and COPE Insiders to develop HIV Confirmatory Testing Procedures and Protocols. CHSS shall provide HIV Confirmatory Testing and Partner services to eligible members as allowable, and dictated, by Arizona Department of Health Services. CHSS will accept referrals from COPE Insiders for services. CHSS will participate in conjoint planning and coordination of care for the collaborative services under this agreement.

#### Fiscal Impact & Funding Sources:

No fiscal impact. Services will be provided by existing nursing staff.

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

#### Impact of Not Approving:

Not approving this MOU would result in CHSS staff not being able to provide services for COPE Insiders in need of confirmatory HIV testing.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COPE COMMUNITY SERVICES, INC.  
AND  
COCHISE COUNTY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Cochise County, a political subdivision of the State of Arizona,, hereinafter referred to as COLLABORATOR and COPE Community Services, Inc. Insiders Program, hereinafter referred to as COPE Insiders.

A. PURPOSE:

The purpose of this MOU is to develop a framework of cooperation between COLLABORATOR, through its health department, more commonly known as the Cochise Health and Social Services Department (“CHSS”), and COPE Insiders to develop HIV Confirmatory Testing Procedures and Protocols.

B. COPE SHALL:

1. Initiate referral process for members who have a positive reactive test to COLLABORATOR for confirmatory testing and partner services.
2. Coordinate and support individual referrals to COLLABORATOR
3. Monitor patient linkage to COLLABORATOR; including total number of referrals made and total number completed.
4. Dedicate COPE Insiders staff to act as primary contact for collaboration. COPE Insiders staff will work with COLLABORATOR to improve operations and will be available to troubleshoot challenges as necessary

C. COLLABORATOR SHALL:

1. CHSS shall provide HIV Confirmatory Testing and Partner services to eligible members as allowable, and dictated, by Arizona Department of Health Services.
2. CHSS will accept referrals from COPE Insiders for services.
3. CHSS will participate in conjoint planning and coordination of care for the collaborative services under this agreement.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts COPE or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

COLLABORATOR:

Technical:

Catherine Welch, RN  
Assistant Director of Nurses  
Cochise Health and Social Services  
1415 Melody Lane, Bldg A  
Bisbee, AZ 85603  
(520) 432-9436

Authorized Official:

Mary Gomez  
Director  
Cochise Health and Social Services  
1415 Melody Lane, Bldg. A  
Bisbee, AZ 85603  
(520) 432-9400

COPE:

Technical:

Veronica Soto  
Celeste Canchola

Authorized Official:

Tom Donovan

5. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under the MOU.
6. HIPAA COMPLIANCE. The parties agree to abide by all applicable Federal and State laws/regulations addressing member confidentiality.

The Parties shall be responsible for obtaining from each member, prior to the member's participation:

- a. a signed informed consent; and
  - b. if such language is not already included in the informed consent, an authorization permitting routine disclosures necessitated by the study and permissible under applicable State and Federal law.
7. CONFLICT OF INTEREST. This agreement is subject to the provisions of A.R.S 38-511 and either party may cancel this agreement if any person significantly involved in negotiating, drafting, securing or obtaining this agreement for or on behalf of either party becomes an employee or a consultant to any other party with reference to the



subject matter of this agreement while this agreement or any extension thereof is in effect.

8. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
9. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through July 1, 2017 at which time it will expire unless extended.
10. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents howsoever caused, to the extent allowed by their respective state laws.
11. THE PARTIES ACKNOWLEDGE THAT THE WORK SET FORTH IN ARTICLES B AND C IS EXPERIMENTAL IN NATURE AND NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

**FOR: COLLABORATOR:**

Date: \_\_\_\_\_  
Chairman, Cochise County Board of Supervisors

Attest:

Date: \_\_\_\_\_  
Arlethe Rios, Clerk of the Board

Approved as to form:

Date: \_\_\_\_\_  
Cochise County Civil Deputy County Attorney

**FOR COPE COMMUNITY SERVICES, INC. INSIDERS PROGRAM**

Date: \_\_\_\_\_  
Tom Donovan, CEO

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Award of Contract for Indigent Defense Contract Services

**Submitted By:** Terry Hudson, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement Director

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve an award of contract to Cameron Udall, Esq. for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.

**Background:**

RFQ 14-03-IDC-01 was released on July 1, 2015 as an open ended solicitation to supplement the current IDC qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The intent of the RFQ is to evaluate submittals as they are received and make a determination if the submittal meets the minimum qualifications by an evaluation panel and approved to be added to the existing qualified attorney list. Cameron Udall, Esq. submitted her response to the RFQ on March 18, 2016. The evaluation panel independently evaluated the submittal and unanimously agreed to award Ms. Udall for the following cases.

- Class 6 through Class 2 felony cases (excluding those listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies").

**Department's Next Steps (if approved):**

Execute contract. Assign cases on a rotation basis. Monitor attorney's performance.

**Impact of NOT Approving/Alternatives:**

Ms. Udall will not be added to the qualified list of attorney's.

**To BOS Staff: Document Disposition/Follow-Up:**

Copies of the contract will be hand carried to the Clerk of the Board.

---

**Budget Information**

*Information about available funds*

Budgeted: ☐ Funds Available: ☐ Amount Available:  
Unbudgeted: ☐ Funds NOT Available: ☐ Amendment: ☐

Account Code(s) for Available Funds

1:

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**

IDC has budgeted \$577,000 for this expenditure in FY 15/16 budget lines;  
100-1310-9-432.320 - \$348,500 Adult Defense  
100-1310-9-432.310 - \$228,500 Juvenile Defense

---

**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Contract Award for Indigent Defense Attorney Contract Services

**Submitted By:** Terry Hudson, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement Director

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve an award of contract to Donielle Wright for Indigent Defense Attorney Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period upon Board approval with four - one year renewal options.

**Background:**

RFQ 14-03-IDC-01 was released on July 1, 2015 as an open ended solicitation to supplement the current IDC qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The intent of the RFQ is to evaluate submittals as they are received and make a determination if the submittal meets the minimum qualifications by an evaluation panel and approved to be added to the existing qualified attorney list. Donielle Wright submitted her response to the RFQ on April 11, 2016. The evaluation panel independently evaluated the submittal and unanimously agreed to award Ms. Wright a contract for the following cases.

- Class 6 through Class 2 felony cases (excluding those listed in A.R.S. § 13-706 as "serious offenses" and "violent or aggravated felonies").
- Delinquency and incorrigibility cases.
- Misdemeanor cases

**Department's Next Steps (if approved):**

Execute contract. Assign cases on a rotation basis. Monitor attorney's performance.

**Impact of NOT Approving/Alternatives:**

Ms. Wright will not be added to the qualified list of attorney's.

**To BOS Staff: Document Disposition/Follow-Up:**

Copies of the contract will be hand carried to the Clerk of the Board for signatures.

---

**Budget Information**

*Information about available funds*

Budgeted: ☐ Funds Available: ☐ Amount Available:  
Unbudgeted: ☐ Funds NOT Available: ☐ Amendment: ☐

Account Code(s) for Available Funds

1:

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**

IDC has budgeted \$577,000 for this expenditure in FY 15/16 budget lines;  
100-1310-9-432.320 - \$348,500 Adult Defense  
100-1310-9-432.310 - \$228,500 Juvenile Defense

---

**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting****Information Technologies****Meeting Date:** 05/10/2016

Microwave/Networking Project

**Submitted By:** Rosa Lopez, Information Technology**Department:** Information Technology**Presentation:** No A/V **Recommendation:** Approve  
Presentation**Document Signatures:** BOS Signature **# of ORIGINALS** 0  
NOT Required **Submitted for Signature:****NAME** David Raber **TITLE** IT Director  
**of PRESENTER:** **of PRESENTER:****Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve Logicalis proposal for the purchase of additional Microwave/Network equipment (Switching and Metro Ethernet) needed for completion of the MPLS Network requirement on the Motorola 700 MHz System in the amount of \$150,352.55.

**Background:**

The Board of Supervisors had previously approved financing \$3,000,000 to fund the Microwave Project which included a change order for the 700 MHz System to design and install a Microwave Backhaul in the amount of \$2,461,841, effective June 23, 2015, and additional funding for a new shelter, network engineering, and additional structure/hardware to replace an aging infrastructure that the County is dependent upon. In the Board Meeting on June 23, 2015 Mr. Mock indicated engineering cost would be an estimated \$100,00, and structure/hardware would be estimated \$150,000. Fund line for expenses will be from funding 400-1800-1860-455.000.

**Department's Next Steps (if approved):**

If approved, the Logicalis proposal, reference quote# LOGQ13654, and HyeTech Engineering proposal, reference 1091-008 will be submitted to Procurement for processing to ensure all County Purchasing Policies have been met.

**Impact of NOT Approving/Alternatives:**

If not approved, the Microwave system as designed will not be able to meet its intended robust design, which would result in countywide outages, impacting public safety, and in addition will not meet the 700 MHz Motorola Contract requirements.

**To BOS Staff: Document Disposition/Follow-Up:**

Please approve the expenditure of the Microwave Project for completion on the Motorola 700 MHz Project.

**Attachments**





# PROPOSAL

Terms	Account Manager	Date	Quote #
NET 30	Brent Graves	03/30/16	LOGQ13654
<b>Contract:</b>			
State 12 NET ADSP012-024629			

**Customer:**

Cochise County  
 Pablo Duarte  
**Phone:** 520-432-8300  
**Fax:**

**Address:**

1415 Melody Ln. Bldg D.  
 Bisbee, AZ 85603  
 US

**Project Name:**

Switching and Metro Ethernet

**Project Number:**

OPP067667

\* Fulfillment only. Drop ship to Customer Site

\* Purchase order constitutes acceptance of Quote and above referenced Contract's Standard Terms & Conditions

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
CISCO	ASR1001X-2.5G-K9	ASR1001-X, 2.5G Base Bundle, K9, AES, Built-in 6x1G	1.00	\$14,040.00	\$14,040.00
GOV-SMARTNE	CON-SNT-ASR105GK	SNTC-8X5XNBD ASR1001-X, 2.5G, K9, AES license	1.00	\$897.60	\$897.60
CISCO	SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	1.00	\$0.00	\$0.00
GOV-SMARTNE	CON-SNT-SLASR1AM	SNTC-8X5XNBD Cisco ASR 1000 Advanced Enterprise Ser	1.00	\$528.00	\$528.00
CISCO	ASR1K-INTERNET	ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW - tracking only	1.00	\$0.00	\$0.00
CISCO	M-ASR1001X-8GB	Cisco ASR1001-X 8GB DRAM	1.00	\$0.00	\$0.00
CISCO	SPA-BLANK	Blank Cover for regular SPA	1.00	\$0.00	\$0.00
CISCO	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	1.00	\$0.00	\$0.00
CISCO	SASR1K1XUK9-313S	Cisco ASR1001-X IOS XE UNIVERSAL	1.00	\$0.00	\$0.00
CISCO	ASR1001-X-PWR-AC	Cisco ASR1001-X AC Power Supply	2.00	\$0.00	\$0.00
CISCO	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2.00	\$0.00	\$0.00
CISCO	ME-3600X-24TS-M	ME3600X Ethernet Access Switch 24 10/100/1000 + 2 10GE SFP+	12.00	\$5,657.60	\$67,891.20
GOV-SMARTNE	CON-SNT-M36X24TS	SNTC-8X5XNBD ME3600X Ethernet Access Switch 24 10/100	12.00	\$576.00	\$6,912.00
CISCO	S360XVK9T-15403S	Cisco ME 360X SERIES IOS UNIVERSAL TAR	12.00	\$0.00	\$0.00
CISCO	PWR-ME3KX-AC	ME3600X /ME3800X AC Power Supply	12.00	\$517.40	\$6,208.80
CISCO	PWR-ME3KX-AC	ME3600X /ME3800X AC Power Supply	12.00	\$517.40	\$6,208.80
CISCO	ME3600X-A	ME3600X Advanced Metro IP Access License	12.00	\$2,077.40	\$24,928.80
GOV-SMARTNE	CON-SNT-ME3600XA	SNTC-8X5XNBD ME3600X Advanced Metro IP Access License	12.00	\$256.00	\$3,072.00
CISCO	CAB-AC-ME	AC power cord (North America)	24.00	\$0.00	\$0.00
CISCO	ME3600X-LIC=	Product Activation Keys for ME3600X Series	1.00	\$0.00	\$0.00
GOV-SMARTNE	CON-SNT-ME3600XL	SNTC-8X5XNBD Product Activation Keys for ME3600X Seri	1.00	\$0.00	\$0.00
CISCO	ME3600X-A	ME3600X Advanced Metro IP Access License	1.00	\$2,077.40	\$2,077.40
GOV-SMARTNE	CON-SNT-ME3600XA	SNTC-8X5XNBD ME3600X Advanced Metro IP Access License	1.00	\$256.00	\$256.00
CISCO	ME3600X-LIC=	Product Activation Keys for ME3600X Series	4.00	\$0.00	\$0.00
GOV-SMARTNE	CON-SNT-ME3600XL	SNTC-8X5XNBD Product Activation Keys for ME3600X Seri	4.00	\$0.00	\$0.00
CISCO	ME3600X-10G	ME3600X 10GE Upgrade License	4.00	\$1,557.40	\$6,229.60
GOV-SMARTNE	CON-SNT-LME360XG	SNTC-8X5XNBD ME3600X 10GE Upgrade Lic w/Ele	4.00	\$192.00	\$768.00

Visit  
[www.us.logicalis.com/southwest](http://www.us.logicalis.com/southwest)

Address  
 8945 S. Harl Ave., Suite 102  
 Tempe, Arizona 85284

Call  
 480.850.5050  
 LOGQ13654 Page 1  
 © Logicalis 2014



Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
		Delivery			
CISCO	TRN-CLC-001	Training Credits 100 Pack	1.00	\$0.00	\$0.00
				Total Material:	\$140,018.20
				Sales Tax:	\$10,334.35
				<b>Total</b>	<b>\$150,352.55</b>

Please note Logicalis Quote number on purchase order. Proposal expires 30 days from the date above.

Logicalis, Inc.

Cochise County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO # \_\_\_\_\_

Logicalis' terms of sale, found on our website at [www.us.logicalis.com/tcsales](http://www.us.logicalis.com/tcsales), are incorporated herein by reference. For applicable engagements, State, Mohave, and SLD contract terms are incorporated herein by reference; however, for terms not addressed in the State, Mohave or SLD contracts, Logicalis' terms of sale shall supersede.

# **Microwave MPLS-Public Safety**

Proposal 1091-008

for

## **Cochise County**

*Developed by*

**HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

AZ STATE CONTRACT: ADSP012-024661



## **HYE TECH**

NETWORKS

April 4, 2016

4802 E Ray Road  
Suite 23-414  
Phoenix, Arizona 85044  
[www.hyetechnetworks.com](http://www.hyetechnetworks.com)



## SUMMARY

Cochise County (County) is considering implementation of a new label switched network and microwave network. The project will require reconfiguration of the existing County edge routers, primarily converting the routing protocol in use (EIGRP) to OSPF. There will also be redundant routers installed at the County offices for the microwave handoff. This proposal is for the professional services provided by Hye Tech Network & Security Solutions, LLC (HyeTech).

## SCOPE OF WORK

### PHASE I – DISCOVERY

- ◆ Perform a brief discovery of existing layer 3 environment
  - Review router OS and licensed features
  - Review topology and routing design in place
  - Review redundancy requirements per location
- ◆ Identify installation location targets for all required equipment
  - Identify rack space and power requirements
- ◆ Identify physical plant limitations and needs
- ◆ Identify current WAN and network addressing scheme
  - Proposed new transport addressing space
  - Updates to any internal addressing needed
  - Management address space
- ◆ Current County manufacturer support and maintenance
- ◆ Identify any risk from discovery phase

### PHASE II – DESIGN

- ◆ Develop a proposed detailed design for the new MPLS deployment
  - Final addressing scheme
    - WAN
  - Updates to required physical plant
    - Cabling
      - LAN, Microwave handoff
    - Power
- ◆ Develop router template to be deployed
  - Conversion of routing protocol
  - County standards
- ◆ Create detailed implementation process for routing changes
  - EIGRP to OSPF
    - Addressing changes
    - Route and network summarization
    - Define router roles



### PHASE III – PLANNING

- ◆ Develop migration plan for all County locations
  - Change windows, engineer assignment, and testing
- ◆ Review configuration plan for each target location
  - IP scheme, new equipment installation and conversion of routing
- ◆ Develop target schedule and notify all locations of proposed installation dates

### PHASE IV – VALIDATION

- ◆ Review final designs with County team
  - Gain agreement and consensus from stakeholders
  - Ensure County team and HyeTech team are in agreement for all plans
  - Validate final schedule
- ◆ Review final migration & implementation plan with County staff
  - Ensure all aspects meet the needs of County team
  - Validate approach

### PHASE V – SITE CUTOVER SUPPORT

- ◆ Support County team during initial Microwave deployment
  - Assist with conversion to EIGRP during implementation
  - Deploy new linknet and new management loopback on each ME3600
  - Ensure EIGRP neighbors come up successfully post implementation
- ◆ Provide County team with additional support as needed for site implementation

### PHASE VI – IMPLEMENTATION (DEPLOY & MIGRATE)

HyeTech team will work with County team to execute all changes.

- ◆ County staff will secure access to all public safety locations and other sites as required
  - County staff to complete installation of all equipment at public safety locations
  - HyeTech will complete all configuration of all equipment
  - County and HyeTech will connect any new equipment as necessary
  - Work with County staff to verify management and access
  - Configure OSPF to best practice and county standards as applicable
    - Verify all configurations and routing
- ◆ Configure MPLS on all edge routers (ME3600X)
  - Implementation and configuration of route reflectors
  - Configure MPLS Label switching and required protocols on each device



- Deploy mpBGP
- Deploy LDP
- Tune OSPF for MPLS
- Implement proper MPLS technology to ensure Motorola SLAs are met
- Ensure full communication with County endpoints as well as Motorola
- ◆ HyeTech will work with County staff to schedule final cutover for all county locations in scope
- ◆ Work with County staff to perform all installations as set forth by this SoW

#### PHASE VII – SUPPORT

- ◆ Provide day 1 support through all cutover activity
  - Post routing protocol change
  - Post MPLS implementation
- ◆ Verify that all implementations were completed and successful
  - Execute test plan

#### PHASE VIII – DOCUMENTATION & KNOWLEDGE TRANSFER

- ◆ Ensure all aspects of design and deployment are documented
- ◆ Develop physical and logical documentation of the client network
  - Network diagrams
  - Spreadsheets



## DELIVERABLES AND TIMELINE ESTIMATES

- ◆ **PHASE I DELIVERABLES:** DISCOVERY DATA, IDENTIFIED RISK
- ◆ **PHASE II DELIVERABLES:** DETAILED DESIGN DOCUMENTS
- ◆ **PHASE III DELIVERABLES:** MIGRATION & IMPLEMENTATION PLAN, FINAL PROJECT PLAN AND SCHEDULE
- ◆ **PHASE IV DELIVERABLES:** VALIDATED FINAL PLANS & DESIGN
- ◆ **PHASE V DELIVERABLES:** NO SPECIFIC DELIVERABLES
- ◆ **PHASE VI DELIVERABLES:** IMPLEMENT OSPF AND LABEL SWITCHING
- ◆ **PHASE VII DELIVERABLES:** DAY 1 / 2 SUPPORT
- ◆ **PHASE VIII DELIVERABLES:** PROJECT FINAL DOCUMENTATION & KNOWLEDGE TRANSFER

## REQUIREMENTS/ASSUMPTIONS

- ◆ Access to network resources and other resources within County, as needed, to perform the duties presented above
- ◆ County will provide HyeTech an overview of relevant policies associated with the project
- ◆ County will provide access to all of County's information, documentation and technology necessary for consultant to perform the Services.
- ◆ All required hardware, software and licenses to be provided by County prior to the commencement of the project
- ◆ County to provide HyeTech engineer with remote access for the duration of the service to ensure timely completion
- ◆ Service does not include monitoring for fault, utilization or any other data in an automated fashion by HyeTech. Such a service can be provided, but would be considered outside of the Scope of this project
- ◆ The phases of the project may or may not run consecutively
- ◆ County staff shall provide SMS server and Mail server; as well as associated access information, including, will creating proper formatting for requests to comply with SMS gateway requirements
- ◆ Basic customization of web portal is included. Adding County logo and changing template color schemes. Custom portal customization is out of the scope of this project.

## PROJECT RISK

- ◆ Timely delivery of hardware/software/licensing can negatively impact project timelines
- ◆ Change in scope can negatively impact the project timeline



## OUT OF SCOPE SERVICES

Any services that are not explicitly in this SoW are considered Out-of-Scope and additional charges may apply. This includes at least, but not limited to, the following:

- ◆ Reconfiguration of any LAN equipment other than edge routers/switches
- ◆ Configuration of any wireless assets
- ◆ Configuration of VMWare host servers

## SCOPE CHANGE PROCEDURES

Customer may request changes in or additions to the work being provided hereunder by written notification to the HyeTech Project Manager assigned to this project. Changes may cause an increase the cost to the project. If such a situations arises, HyeTech will notify the County team of such. Requested changes shall not become effective, until agreed upon and executed by HyeTech and signed by County as an addendum "Change Order" to this SoW. The Change Order will include:

- Change request number
- Reasons for change request
- Changes to the SOW
- Schedule impact
- Cost impact
- Other impact (if necessary)



## APPENDIX A

### MPLS Implementation

DESCRIPTION	FEE
County OSFP Conversion and MPLS Implementation	\$101,000.00
Travel Costs	None
Total	\$101,000.00

**\*\*THIS IS A FLAT FEE BASED SERVICE. PRICING WILL NOT CHANGE UNLESS THE SCOPE IS CHANGED**

Hye Tech Network & Security Solutions, LLC	Cochise County
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____
Title: _____	Title: _____







**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 05/10/2016

WIB Amendment #4 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121

**Submitted By:** Rebecca Reynolds, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate  
or Basis for Support?:****Information****Agenda Item Text:**

Approve Amendment #4 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2017.

**Background:**

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2017.

**Fiscal Impact/Funding Sources:** The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$2,963,458. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

**Department's Next Steps (if approved):**

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise Private Industry Council, Inc. in order to cover expenses.

**Impact of NOT Approving/Alternatives:**

Funds would not be available for the program.

**To BOS Staff: Document Disposition/Follow-Up:**

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff. Request a fully executed original to be returned to the Board office.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Contract Amendment

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# DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

## Intergovernmental Agreement

### CONTRACT AMENDMENT

<b>1. CONTRACTOR (Name and address)</b>  Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603		<b>2. CONTRACT ID NUMBER</b>  DI16-002121																																												
		<b>3. AMENDMENT NUMBER</b>  4																																												
<b>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</b>  Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY): <table border="1"><tr><td>PY</td><td>2013</td><td>AD ADMIN</td><td>\$1.00</td></tr><tr><td>PY</td><td>2013</td><td>YT ADMIN</td><td>\$135</td></tr><tr><td>FY</td><td>2014</td><td>AD ADMIN</td><td>\$53</td></tr><tr><td>FY</td><td>2014</td><td>DW ADMIN</td><td>\$245</td></tr><tr><td>PY</td><td>2013</td><td>YOUTH</td><td>\$26,241.00</td></tr><tr><td>PY</td><td>2013</td><td>ADULT</td><td>\$74.00</td></tr><tr><td>FY</td><td>2014</td><td>ADULT</td><td>\$1,869</td></tr><tr><td>PY</td><td>2013</td><td>DW</td><td>\$748.00</td></tr><tr><td>FY</td><td>2014</td><td>DW</td><td>\$9,275</td></tr><tr><td>PY</td><td>2013</td><td>RR</td><td>\$254</td></tr><tr><td>FY</td><td>2014</td><td>RR</td><td>\$3,699</td></tr></table> <p>This is an increase of \$42,594</p> <p>The reimbursement ceiling is increased from \$2,920,864 to \$2,963,458</p> <p>Attachment B, Allocation by Program and Fiscal Year, updated 4/19/2016 is revised and attached and reflects all current totals by Program and Fiscal Year.</p>			PY	2013	AD ADMIN	\$1.00	PY	2013	YT ADMIN	\$135	FY	2014	AD ADMIN	\$53	FY	2014	DW ADMIN	\$245	PY	2013	YOUTH	\$26,241.00	PY	2013	ADULT	\$74.00	FY	2014	ADULT	\$1,869	PY	2013	DW	\$748.00	FY	2014	DW	\$9,275	PY	2013	RR	\$254	FY	2014	RR	\$3,699
PY	2013	AD ADMIN	\$1.00																																											
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FY	2014	DW	\$9,275																																											
PY	2013	RR	\$254																																											
FY	2014	RR	\$3,699																																											
<b>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b>																																														
<b>6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>		<b>7. NAME OF CONTRACTOR</b> <i>Cochise County</i>																																												
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL																																													
TYPED NAME	TYPED NAME																																													
TITLE	TITLE																																													
DATE	DATE																																													

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b>	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI16-002121 A4

Note: The final Close out packet for the PY15/FY16 allocation is due to DES on or before 8/1/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	\$ 3,705	07/01/15	06/30/17	August 15, 2017
PY	2015	YT Admin	\$ 44,233	04/01/15	06/30/17	August 15, 2017
PY	2015	DW Admin	\$ 14,761	07/01/15	06/30/17	August 15, 2017
FY	2016	AD Admin	\$ 40,623	10/01/15	06/30/17	August 15, 2017
FY	2016	DW Admin	\$ 81,353	10/01/15	06/30/17	August 15, 2017
PY	2015	Youth	\$ 398,097	04/01/15	06/30/17	August 15, 2017
PY	2015	Adult	\$ 33,341	07/01/15	06/30/17	August 15, 2017
FY	2016	Adult	\$ 365,604	10/01/15	06/30/17	August 15, 2017
PY	2015	DW	\$ 132,846	07/01/15	06/30/17	August 15, 2017
FY	2016	DW	\$ 732,179	10/01/15	06/30/17	August 15, 2017
PY	2015	RR	\$ 16,606	07/01/15	06/30/17	August 15, 2017
FY	2016	RR	\$ 91,522	10/01/15	06/30/17	August 15, 2017
<b>TOTAL</b>			<b>\$ 1,954,870</b>			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

PY_FY	Year	Program	Amount	Start Date	End Date	D116-002121 A3 Final Report Submission Deadline
PY	2014	AD ADMIN	\$0.00	7/1/2014	6/30/2016	8/15/2016
PY	2014	YT ADMIN	\$25,012	4/1/2014	6/30/2016	8/15/2016
PY	2014	DW ADMIN	\$7,782	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	\$27,958	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW ADMIN	\$84,132	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	\$104,925.00	4/1/2014	6/30/2016	8/15/2016
PY	2014	ADULT	\$0.00	7/1/2014	6/30/2016	8/15/2016
FY	2015	ADULT	\$13,465	10/1/2014	6/30/2016	8/15/2016
PY	2014	DW	\$0.00	7/1/2014	6/30/2016	8/15/2016
FY	2015	DW	\$587,342	10/1/2014	6/30/2016	8/15/2016
PY	2014	RR	\$6,966	7/1/2014	6/30/2016	8/15/2016
FY	2015	RR	\$93,193	10/1/2014	6/30/2016	8/15/2016
FY	2015	DW NAT RES	\$15,219	10/1/2015	12/31/2016	1/30/2017
			\$965,994.00			

D116-002121 A4

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2013	AD ADMIN	\$1.00	7/1/2014	6/30/2016	7/15/2016
PY	2013	YT ADMIN	\$135	4/1/2014	6/30/2016	7/15/2016
FY	2014	AD ADMIN	\$53	10/1/2014	6/30/2016	7/15/2016
FY	2014	DW ADMIN	\$245	10/1/2014	6/30/2016	7/15/2016
PY	2013	YOUTH	\$26,241.00	4/1/2014	6/30/2016	7/15/2016
PY	2013	ADULT	\$74.00	7/1/2014	6/30/2016	7/15/2016
FY	2014	ADULT	\$1,869	10/1/2014	6/30/2016	7/15/2016
PY	2013	DW	\$748.00	7/1/2014	6/30/2016	7/15/2016
FY	2014	DW	\$9,275	10/1/2014	6/30/2016	7/15/2016
PY	2013	RR	\$254	7/1/2014	6/30/2016	7/15/2016
FY	2014	RR	\$3,699	10/1/2014	6/30/2016	7/15/2016
				10/1/2015	12/31/2016	7/15/2016
			\$42,594.00			

**Regular Board of Supervisors Meeting****Meeting Date:** 05/10/2016

Designating a portion of Ramsey Canyon Road as a Context Sensitive Road

**Submitted By:** Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME  
of PRESENTER:** Karen Riggs**TITLE  
of PRESENTER:** Director**Mandated Function?:** Federal or State Mandate**Source of Mandate  
or Basis for Support?:** ARS 11-251**Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 16-12 designating a portion of Ramsey Canyon Road, # 812, from milepost 0.00 to milepost 1.3, as a Context Sensitive Road.

**Background:**

The Context Sensitive Road classification was established in recognition of the many miles of County maintained roadways that provide public access through areas that are environmentally, aesthetically or culturally vulnerable. To develop such roads to County standards would necessitate significant disturbance to, and possible destruction of, the flora, fauna, existing water courses, and integrity of these unique areas as a whole. This classification therefore establishes a modified level of development such as narrower right-of-way widths, slower speeds, and additional signing which will provide for a safe road while preserving the existing characteristics of the area.

The portion of Ramsey Canyon Road being proposed as a Context Sensitive Road has a varied, narrow right-of-way width up to 40.00 feet. The proposed area is within the midst of a thickly wooded area. Meeting county standards for a typical rural minor collector would involve acquisition of at least 80 feet of right-of-way, excavation of the shoulders and the removal of many trees to meet clear zone requirements. This process would be expensive and involve a significant change to the environment. However, should the road be designated as Context Sensitive, the road can be maintained to a standard within the existing disturbed areas.

**Department's Next Steps (if approved):**

The department will sign the road in a manner that is consistent with the MUTCD, such as "Road Narrows", "No Shoulder", and general information scenic road signs and a 25 MPH Speed Limit.

**Impact of NOT Approving/Alternatives:**

The road segment will not be recognized as meeting the Cochise County Road Construction Standard for a Context Sensitive Road.

**To BOS Staff: Document Disposition/Follow-Up:**

Please add Resolution number to all pages of said Resolution, record with Recorder's office. Return a recorded copy to Teresa Murphy.

**Budget Information***Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

**Fund Transfers****Attachments**[Executive Summary](#)[Executive Summary Map](#)



Advertisement for Public Hearing

Resolution

Location Map

Ramsey Canyon Context Sensitive PowerPoint

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# COCHISE COUNTY COMMUNITY DEVELOPMENT

*"Public Programs...Personal Service"*

**DATE:** 4/13/16

**TO:** Board of Supervisors

**THRU:** Karen C. Riggs, Director

**FROM:** Teresa Murphy, Right-of-Way Agent

**SUBJECT:** Ramsey Canyon Road-Context Sensitive Road Classification

**Recommendation:** Staff recommends acceptance of the accompanying resolution designating that a portion of Ramsey Canyon Road, # 812, from milepost 0.00 to milepost 1.3, as a Context Sensitive Road.

**Background (Brief):** The Context Sensitive Road classification was established in recognition of the many miles of County maintained roadways that provide public access through areas that are environmentally, aesthetically or culturally vulnerable. To develop such roads to County standards would necessitate significant disturbance to, and possible destruction of, the flora, fauna, existing water courses, and integrity of these unique areas as a whole. This classification therefore establishes a modified level of development such as narrower right-of-way widths, slower speeds, and additional signing which will provide for a safe road while preserving the existing characteristics of the area.

The portion of Ramsey Canyon Road being proposed as a Context Sensitive Road has a varied, narrow right-of-way width up to 40.00 feet. The proposed area is within the midst of a thickly wooded area. Meeting county standards for a typical rural minor collector would involve acquisition of at least 80 feet of right-of-way, excavation of the shoulders and the removal of many trees to meet clear zone requirements. This process would be expensive and involve a significant change to the environment. However, should the road be designated as Context Sensitive, the road can be maintained to a standard within the existing disturbed areas.

**Fiscal Impact & Funding Sources:** There are no costs associated with designating this road segment as a Context Sensitive Road.

**Next Steps/Action Items/Follow-up:** The department will sign the road in a manner that is consistent with the MUTCD, such as "Road Narrows", "No Shoulder", and general information scenic road signs and a 25 MPH Speed Limit.

**Impact of Not Approving:** The road segment will not be recognized as meeting the Cochise County Road Construction Standard for a Context Sensitive Road.



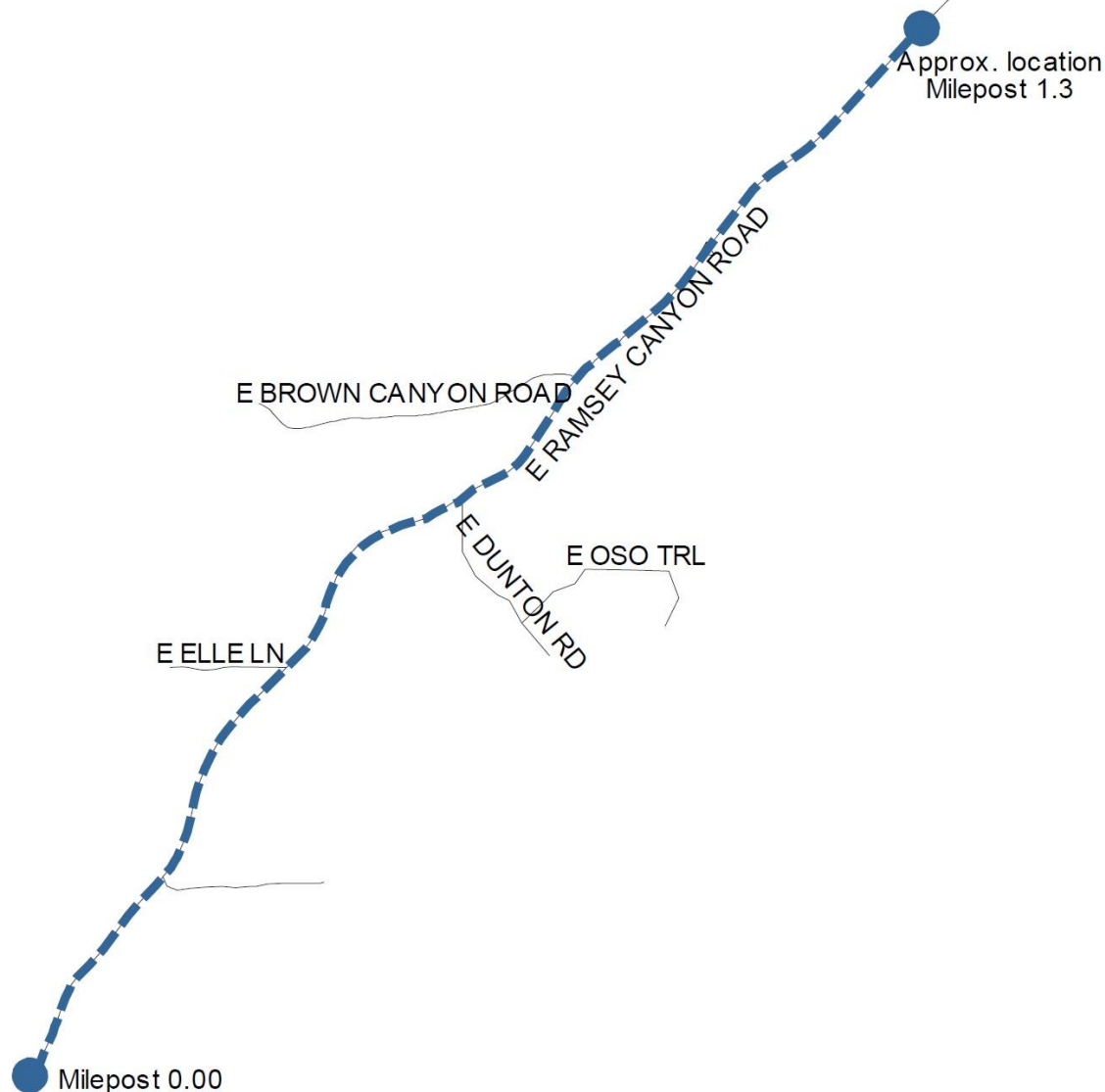
## Executive Summary

Proposed Portion of Ramsey Canyon Road to be classified a Context Sensitive Road

This map is a product of the Cochise County GIS Information Technology Dept.



0' 1" = 1000'



### Legend

- △ Milepost
- Roads
- Proposed Context Sensitive

**PUBLIC HEARING**

**CLASSIFYING A COUNTY HIGHWAY AS A CONEXT SENSITIVE ROAD**

The Cochise County Highway & Floodplain Division does hereby give notice that Tuesday, May 10th, 2016 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, a public hearing will be held to consider the recommendation to classify a portion of a County maintained road as a Context Sensitive Road, being more particularly described as follows:

A portion of Ramsey Canyon Road from milepost 0.00, and running northeasterly to approximately milepost 1.3, said milepost 1.3 also being the Northeast corner of that Easement as shown on map filed Book 00, page 488, and Docket 69, page 115, records of Cochise County, Arizona.

That notice of said hearing be published in the Arizona Range News fifteen (15) days prior to the date of said hearing.



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Teresa Murphy  
Right-of-Way Agent  
Cochise County Highway & Floodplain Division

## **RESOLUTION 16-\_\_**

### **DESIGNATING A PORTION OF RAMSEY CANYON ROAD, IN THE SIERRA VISTA AREA, AS A CONTEXT SENSITIVE ROAD**

**WHEREAS**, the Board of Supervisors, Cochise County, Arizona, is authorized to lay out, maintain, control and manage public roads under its jurisdiction pursuant to A.R.S. § 11-251(4); and

**WHEREAS**, the Board adopted Resolution 16-10, amending the criteria, procedures and standards for adding maintained roads, or portions thereof, to the Context Sensitive Road Classification; and

**WHEREAS**, that portion of Ramsey Canyon Road, from milepost 0.00 to milepost 1.30 is within an area of exceptional environmental, aesthetic, ecological or cultural value and meets the established criteria; and

**WHEREAS**, said classification stipulates that the established speed limit be not more than 25 miles per hour and that the road be signed consistent with the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD) such as “ROAD NARROWS, NO SHOULDER” together with general information “SCENIC ROAD” and speed limit signs,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the designation of the above described portion of Ramsey Canyon Road as a Context Sensitive Road.

**IT IS FURTHER RESOLVED** that the speed limit for this portion of Ramsey Canyon Road is hereby established to be 25 miles per hour and that the Director of the Highway & Floodplain Department is hereby directed to sign and maintain this road segment in a manner that is consistent with the standards and specifications addressed in Resolution 16-10.

**RESOLUTION 16-\_\_**

**Re: Designating A Portion Of Ramsey Canyon Road, In The Sierra Vista Area, As A Context Sensitive Road**

**Page | 2**

**IT IS FINALLY RESOLVED**, that this action does not alter the present ownership of these roads and that the County is not vacating, abandoning or transferring any right, title, or interest in the subject road by this resolution.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Richard Searle, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Arlethe Rios,  
Clerk of the Board

  
\_\_\_\_\_  
Britt Hanson,  
Chief Civil Deputy County Attorney





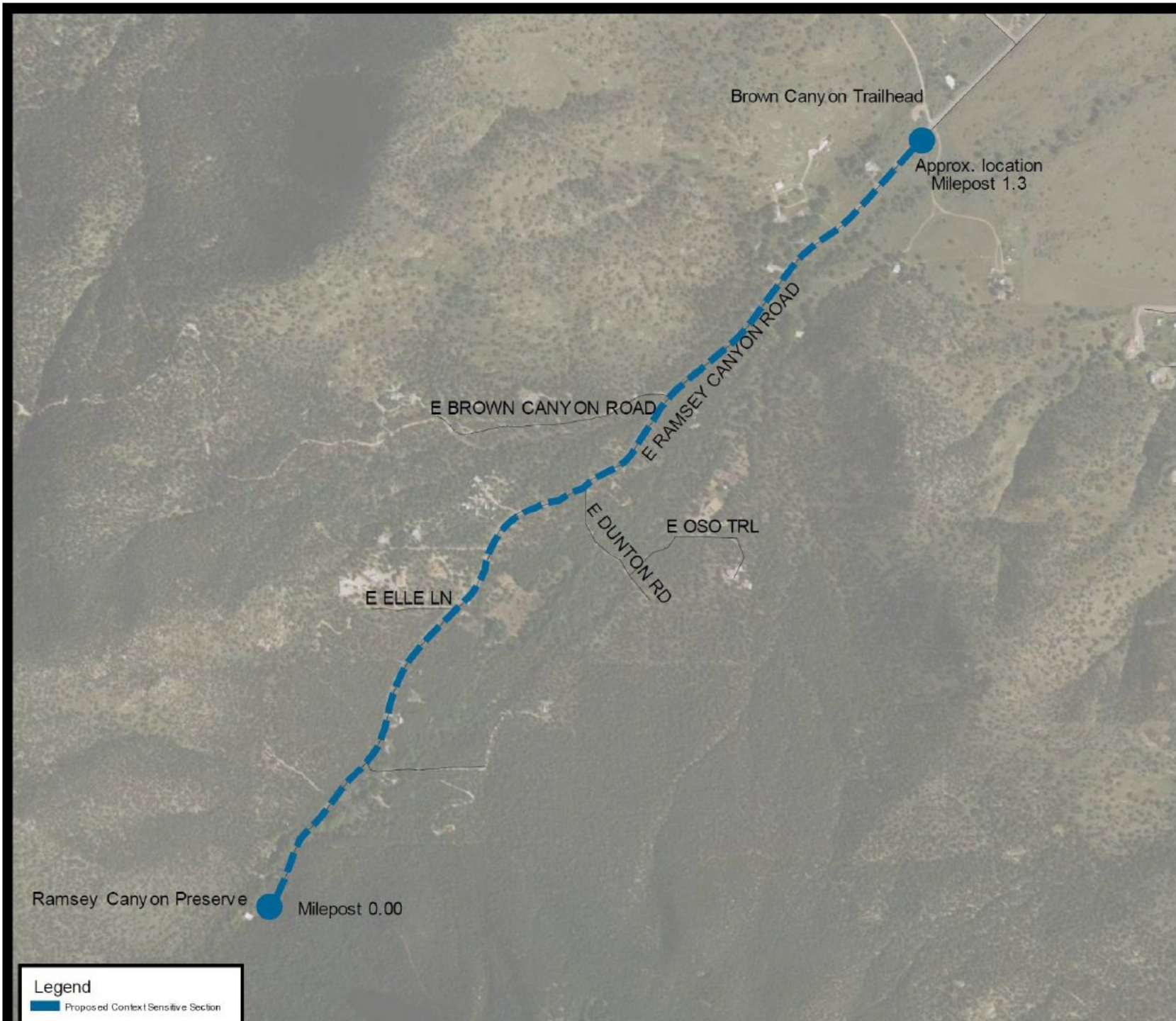
# COCHISE COUNTY

## Designating a portion of Ramsey Canyon Road as a Context Sensitive Road

May 10<sup>th</sup>, 2016



***Public Programs...Personal Service***



Legend

Proposed Context Sensitive Section



Proposed portion  
of Ramsey  
Canyon Road to  
be designated as  
a Context  
Sensitive Road

This map is a product of the  
Cochise County GIS  
Information Technology Dep



0' 1" = 1000'





Ramsey Canyon Road Milepost 1.3 facing Southwest



Narrow ditches and ragged pavement  
along a winding segment at Milepost 2.4







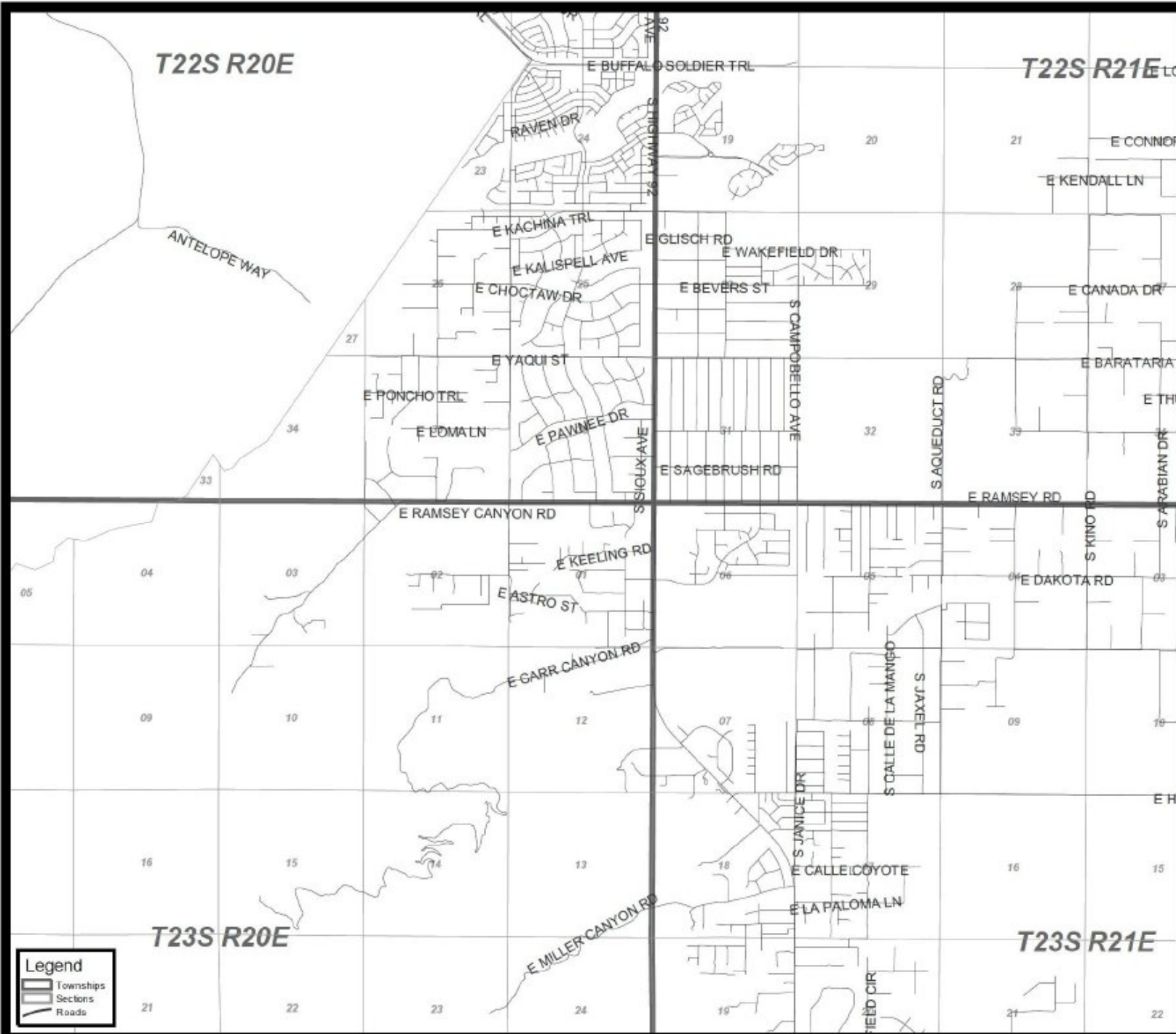
Wildlife along route





Ramsey Canyon Road Milepost 0.00 facing Northeast





Location Map

Proposed Portion  
of Ramsey  
Canyon Road to  
be classified a  
Context Sensitive  
Road

Sections 3 & 10  
Township 23  
Range 20

This map is a product of the  
Cochise County GIS  
Information Technology Dept.



**Legend**

- Townships
- Sections
- Roads

**Regular Board of Supervisors Meeting****Board of Supervisors****Meeting Date:** 05/10/2016

Purchase of 1728 Paseo San Luis, Sierra Vista

**Submitted By:** Britt Hanson, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Britt Hanson or Jim Vlahovich **TITLE of PRESENTER:** Chief Civil Deputy or County Administrator**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve Resolution 16-13 Approving the Purchase of 1728 Paseo San Luis, Sierra Vista to serve as a joint dispatch center in the amount of \$750,000.

**Background:**

The Board directed the County Administrator and County Attorney to negotiate the purchase of 1728 Paseo San Luis in Sierra Vista, for use as a joint dispatch center. A Purchase Agreement has been negotiated for the price of \$750,000, signed on April 12, 2016. Pursuant to the Purchase Agreement, the County has a 45 day due diligence period to inspect the property and title. Mr. Miranda has engaged inspectors. Chief Civil Deputy County Attorney Hanson has received a title commitment and begun inspecting title.

Meanwhile, the County Administrator and Sheriff are discussing an MOU with the City of Sierra Vista regarding the terms of a joint dispatch center and the City's contribution to remodeling necessary to establish a joint dispatch center.

**Department's Next Steps (if approved):**

Continue with inspections and title review, and complete the purchase.

**Impact of NOT Approving/Alternatives:**

The County will not have 1728 Paseo San Luis as a facility for a joint dispatch center.

**To BOS Staff: Document Disposition/Follow-Up:**

Have the Chair sign the Resolution approving the Agreement to Purchase 1728 Paseo San Luis, then forward it to the County Attorney to submit to Pioneer Title as Escrow Agent.

**Budget Information***Information about available funds*

**Budgeted:** ☐ **Funds Available:** ☒ **Amount Available:** 750,000



Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☐

**Account Code(s) for Available Funds**

1: 400-1400-1408-451.100

**Fund Transfers**

**Fiscal Impact & Funding Sources  
(if known):**

---

**Attachments**

1728 Pase San Luis Purchase Agreement

Paseo San Luis Addendum

Paseo San Luis Amendment -- executed

Resolution Approving Paseo San Luis Purchase agreement

---

Preference Properties LLC  
**COMMERCIAL REAL ESTATE  
 PURCHASE CONTRACT**

Page 1 of 9

Document updated:  
February 2016

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

**RECEIPT**

1. Offer Received From: ("Buyer") Cochise County Board of , Supervisors & or Assisgns
2. Agency Confirmation: Broker named on Line 18 is the agent of (check one):
3. ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller
4. Amount of Earnest Money: Five Thousand \$ 5,000.00
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any interest earned
6. thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this Contract, Earnest
7. Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at Seller's option,
8. immediately cancel this Contract pursuant to lines 308-312. Unless otherwise provided herein, all Earnest Money is considered to be
9. part of the Purchase Price for the Property described below.
10. Earnest Money shall be: (check one)
11. ☒ Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12. ☐ Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money with the Escrow
13. Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in Broker's trust
14. account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money: ☐ Personal Check ☒ Other: Wire Transfer to Pioneer Title Company
16. Deposited with: ☐ Broker's Trust Account ☒ Escrow Company
17. Offer Received By: Debra A. DeRosa 0046 04/08/2016  
(PRINT SALESPERSON'S NAME AND AGENT CODE) (SALEPERSON'S SIGNATURE) (MO/DAY/YR)
18. Preference Properties, LLC PPLLC (collectively "Broker")  
(PRINT NAME OF FIRM) (OFFICE CODE)

**PROPERTY AND PURCHASE PRICE**

19. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: 1728 Paseo San Luis
21. City: Sierra Vista County: Cochise AZ, Zip Code: 85635
22. Assessors Parcel # 107-78-008
23. Legal description: Pueblo Del Sol Unit #5 Lot 28
24. \_\_\_\_\_
25. \_\_\_\_\_
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by
27. Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects),
28. lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning
29. equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and
30. Fencing, security system(s), alarm systems.
31. \_\_\_\_\_
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. Leased Equipment NOT Included: N/A
34. Personal Property Included: N/A
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER
36. MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
37. Addenda Incorporated: ☐ Schedule of personal property ☐ Lead-Based Paint Disclosure ☐ Other \_\_\_\_\_
38. \$ 750,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to have funds deposited as
39. required to close escrow on the date specified herein shall constitute a material breach of Contract.
40. \$ 5,000.00 Earnest Money \_\_\_\_\_
41. \$ .00 Additional Earnest Money \_\_\_\_\_
42. \$ 655,000.00 Contingent upon third party financing.
43. \_\_\_\_\_
44. \_\_\_\_\_

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SELLER SELLER

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BUYER BUYER



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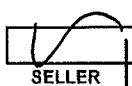
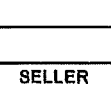
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45. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of
46. this Contract shall be: Pioneer Title Agency Wendy L Sindelar  
(ESCROW COMPANY) (CONTACT PERSON)
47. 2151 S HWY 92, Sierra Vista, AZ 85635 (520) 459-4592  
(ADDRESS) (TELEPHONE)
48. (520) 459-4602 wendy.sindelar@ptaaz.com  
(FAX) (E-MAIL)
49. **Opening of Escrow:** The term "Opening of Escrow" shall mean the date when a fully executed Contract and the Earnest Money
50. have been delivered to Escrow Company. Escrow Company shall immediately notify Buyer, Seller and Broker(s) in writing of the
51. date of the Opening of Escrow.
52. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow
53. 30 June 2016
54. but in no event later than 07/29/2016. Any other closing date requires the written mutual agreement of Seller and Buyer.  
MO/DAY/YR
55. Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the deed and any other documents
56. required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and
57. conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.
58. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer at Close of Escrow,
59. or ☐ \_\_\_\_\_, subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate
60. all locks, mailboxes, security system/alarms, access to all common area facilities and Exterior sheds.
61. \_\_\_\_\_

**DUE DILIGENCE AND INSPECTIONS**

62. **Due Diligence:** Buyer's due diligence and inspection period shall be thirty (30) days or ☒ 45 days after Opening of Escrow
63. ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the
64. Property, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose.
65. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
66. **Buyer Disapproval:** If prior to the expiration of the Due Diligence Period or as otherwise provided herein, Buyer, in Buyer's sole
67. discretion, disapproves of the Property, Buyer shall:
68. (a) immediately cancel this Contract pursuant to Lines 308-312 without further written consent of the parties, in which event all
69. Earnest Money shall be returned to Buyer; or
70. (b) deliver to the Seller written notice of the items disapproved and provide Seller an opportunity to correct the items.
71. If Buyer elects option (b), Seller shall respond in writing within five (5) days or ☐ \_\_\_\_\_ days after delivery to Seller
72. of Buyer's notice of items disapproved. If Seller is unwilling or unable to agree to correct any of the terms disapproved by
73. Buyer, including making any repairs in a workmanlike manner, Buyer may either:
74. (a) cancel this Contract within five (5) days after receipt of Seller's response or after expiration of the time period for
75. Seller's response, whichever occurs first, in which case all Earnest Money shall be returned to Buyer; or
76. (b) proceed with the transaction, in which case Seller is not obligated to correct those items Seller has not agreed to
77. correct in writing.
78. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or
79. studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written
80. contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the
81. report or study to others.
82. **BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF CANCELLATION OF THIS CONTRACT OR DISAPPROVAL OF ITEMS**
83. **WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH**
84. **THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS THAT SELLER HAS NOT AGREED IN**
85. **WRITING TO CORRECT.**
86. **Inspections:** During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s), and to
87. make economic, environmental and physical "inspections" (including tests, surveys, and other studies) of the Property, including but
88. not limited to square footage, wood infestation, roof, designated flood hazard areas, structural, plumbing (such as galvanized or
89. polybutylene pipes), sewer/septic, well, heating, air conditioning, electrical and mechanical systems, built-in appliances, soil,
90. foundation, pool/spa and related equipment, cost of compliance with swimming pool regulations, possible environmental hazards
91. (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, LSD, ecstasy,
92. hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area), water damage,
93. mold, conditions conducive to mold, geologic conditions, location of property lines, water/utility use restrictions and fees for services
94. such as garbage, water/utility or fire protection, sign usage, zoning regulations, variances, use permits, and compliance with
95. Americans with Disabilities Act. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural
96. death, suicide, homicide or other crime on or in the vicinity of the Property is a material matter to the Buyer, it must be investigated
97. by the Buyer during the Due Diligence Period.
98. **Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE
99. REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS
100. A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

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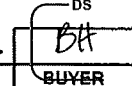

   
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 BUYER BUYER



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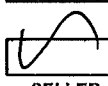

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101. **Wood Infestation Inspection:** IF CURRENT OR PAST WOOD INFESTATION (SUCH AS TERMITES) IS A MATERIAL MATTER  
 102. TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the lender requires an updated Wood  
 103. Infestation Report, it shall be performed at Buyer's expense. If wood infestation is disclosed in any Wood Infestation Report,  
 104. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
105. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental entity  
 106. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency  
 107. (FEMA), the Buyer's lender may require the purchase of flood hazard insurance at the Close of Escrow or some future date. Special  
 108. flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of  
 109. the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.
110. **Survey:** A survey ☐ shall be performed ☒ is waived by the Buyer.
111. If a survey is to be performed, Buyer shall have the survey completed by a licensed surveyor in accordance with the Arizona State  
 112. Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards" and review the receipt of results of survey or  
 113. map during the Due Diligence Period.
114. Cost of the survey shall be paid by: ☐ Seller ☐ Buyer ☒ Other: N/A
115. Surveyor's instructions are: ☐ A boundary survey and survey plat showing the corners either verified or monumentation.  
 116. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient  
 117. detail for issuance of an American Land Title Association ("ALTA") Owner's Policy of Title Insurance  
 118. showing all boundary, encroachment or survey exceptions and all improvements, utility lines and  
 119. easements on the Property or within five (5) feet thereof.  
 120. ☐ Other survey terms: N/A
121. \_\_\_\_\_
122. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold  
 123. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
124. **Final Walkthrough:** The Seller grants Buyer and any representative of Buyer reasonable access to conduct a final walkthrough of the  
 125. Property for the purpose of satisfying Buyer that any repairs agreed to by the Seller have been completed and, further, that the Property  
 126. is in substantially the same condition as on the date of the mutual execution of the Contract. Seller shall make the Property available for  
 127. the final walkthrough. If Buyer does not conduct such walkthrough, Buyer specifically releases Seller and Broker(s) of any liability.
128. **Seller's Responsibility Regarding Inspections and Final Walkthrough:** Seller shall make the Property available for all inspec-  
 129. tions during the Due Diligence Period and final walkthrough. Seller understands that the inspections and final walkthrough require  
 130. that all utilities be on and the Seller is responsible for providing same at Seller's expense.
131. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:  
 132. ☒ sewer system ☐ septic system ☐ alternative system
133. **Seller's Obligations Regarding On-Site Wastewater Treatment Facility (conventional septic or alternative system)**  
 134. ("Facility"): If such a Facility has been installed on the Property, Seller shall deliver to Buyer copies of Facility permits and any  
 135. other Facility documents of record within five (5) days after Opening of Escrow. During Due Diligence Period, any Facility on the  
 136. Property shall be inspected as required by law at: ☐ Buyer's expense ☐ Seller's expense by an inspector recognized by the  
 137. applicable governmental authority. Seller shall deliver to Escrow Company, at Seller's expense, any certification and/or  
 138. documentation required. Escrow Company is instructed to file any transfer form(s) with applicable county authority. Buyer shall pay  
 139. any Facility transfer fees.
140. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before Close  
 141. of Escrow, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is  
 142. hereby instructed to send to the ADWR a "Change of Well Information" Seller does not warrant the gallons per minute as reflected on  
 143. the ADWR certification of registration. Buyer may verify gallons per minute during Due Diligence Period through a certified flow test.
144. **Changes During Escrow:** Seller shall immediately notify Buyer in writing: (i) of any changes in the disclosures made herein, in the Seller  
 145. Property Disclosure Statement, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller  
 146. enters into any new leases, rental agreements, service contracts or other agreements affecting the Property. Buyer shall be allowed five (5) days  
 147. after receipt of such notice to provide written notice to Seller of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

**DISCLOSURES**

148. **Seller Property Disclosure Statement ("SPDS"):**
149. (a) ☐ Buyer has received, read, and approved the SPDS.
150. (b) ☐ Buyer waives review and approval of the SPDS. (BUYER'S INITIALS REQUIRED TO WAIVE SPDS \_\_\_\_\_)
151. (c) ☐ Seller shall deliver the SPDS to Buyer within five (5) days after Opening of Escrow.

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SELLER		SELLER		BUYER	
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152. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property  
 153. in writing within five (5) days or \_\_\_\_\_ days after Opening of Escrow: (1) any information known to Seller that may adversely affect the  
 154. Buyer's use of the Property, (2) any known pending special assessments, association fees, claims, or litigation, (3) copies of covenants, conditions,  
 155. and restrictions, articles of incorporation; by-laws; other governing documents; and any other documents required by law, (4) financial statements,  
 156. copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements, service contracts, (5) a copy of the  
 157. most recent survey, if available, and (6) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession  
 158. or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the  
 159. consultant who prepared such report or study specifically forbids the dissemination of the report to others. The Buyer shall provide written  
 160. notice to Seller prior to the expiration of the Due Diligence Period of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.  
 161. Seller shall deliver all original documents and estoppel certificates executed by all tenants to Buyer at Close of Escrow.
162. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings.** Seller has no notice or knowledge that any tenant on the  
 163. Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy,  
 164. insolvency or probate proceeding.
165. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or  
 166. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.  
 167. If Seller receives notice of violations of any of the aforementioned prior to Close of Escrow, Seller shall immediately notify Buyer  
 168. in writing. Buyer shall have five (5) days after receipt of such notice to provide written notice to Seller of any items disapproved.  
 169. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

### DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES

170. (If Property is not used for residential purposes, GO TO LINE 194.)
171. **Notice to Buyer of Swimming Pool Barrier Regulations (Initials Required):** The State of Arizona has swimming pool barrier regulations  
 172. that are outlined in the Arizona Department of Health Services Private Pool Safety Notice. The county or municipality in which the Property is  
 173. located may have different swimming pool barrier regulations than the state. During the Due Diligence Period, Buyer agrees to investigate all  
 174. applicable state, county, and municipal swimming pool barrier regulations and, unless disapproved prior to the expiration of the Due Diligence  
 175. Period, agrees to comply with and pay all costs of compliance with said regulations. BUYER'S INITIALS ACKNOWLEDGE 1) EXISTENCE OF  
 176. SWIMMING POOL BARRIER REGULATIONS and 2) If this Property contains a swimming pool, RECEIPT OF THE ARIZONA DEPARTMENT  
 177. OF HEALTH SERVICES APPROVED PRIVATE POOL SAFETY NOTICE AS REQUIRED BY A.R.S. §36-1681 (E).
178. (BUYER'S INITIALS REQUIRED) BH  
 BUYER BUYER
179. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (1) notify the Buyer of any  
 180. known lead-based paint or lead-based paint hazards in or on the Property; (2) provide the Buyer with any lead-based paint risk  
 181. assessments or inspections of the Property in the Seller's possession; (3) provide the Buyer with the Disclosure of Information on  
 182. Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein,  
 183. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").  
 184. ☐ Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct  
 185. lead based paint risk assessments or inspections during Due Diligence Period.  
 186. ☐ Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Opening of Escrow. Buyer may within ten  
 187. (10) days or ☐ \_\_\_\_\_ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or inspection  
 188. of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"). Buyer may within five (5)  
 189. days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period cancel this Contract  
 190. in Buyer's sole discretion by delivering written notice of cancellation to Seller Pursuant to Lines 308-312.
191. Prior to 1978: If Property was constructed prior to 1978, BUYER'S INITIALS REQUIRED DS  
DS BUYER BUYER
192. 1978 or Later: If Property was constructed in 1978 or later, BUYER'S INITIALS REQUIRED DS  
DS BUYER BUYER
193. IF THIS IS AN ALL CASH SALE, GO TO LINE 208.

### FINANCING

194. (If financing is to be other than new financing, see attached addendum.)
195. This sale ☒ is ☐ is not contingent upon Buyer obtaining a satisfactory financing commitment within Financing  
 196. Commitment Contingency Period. (If sale is not contingent on a financing commitment, go to line 209.)
197. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer  
 198. shall have thirty (30) days or ☒ 45 days after the Opening of Escrow ("Financing Commitment Contingency Period") to  
 199. obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel  
 200. this Contract pursuant to Lines 308-312 and receive a refund of the Earnest Money. PRIOR TO THE EXPIRATION OF THE FINANCING  
 201. COMMITMENT CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY WRITTEN NOTICE  
 202. THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO  
 203. HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.
204. **Financing Application:** Within ten (10) days after the Opening of Escrow, Buyer shall submit a formal loan application to a lender  
 205. of Buyer's choice. Buyer and Seller shall promptly provide to such lender all materials and documents lender deems appropriate to  
 206. facilitate such lender's processing of such loan application. Buyer agrees to pay such fees as required by the lender and all other  
 207. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

[Signature]  
 SELLER SELLER

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**Commercial Real Estate Purchase Contract >>**

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268. **Warranties that Survive Closing:** Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all  
 269. rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days  
 270. immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on or  
 271. improvement made to the Property. Seller warrants that the information on Lines 131-139 regarding connection to a public sewer  
 272. system, septic tank or other sanitation system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Buyer  
 273. and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially and  
 274. adversely affect the consideration to be paid by Buyer.

**REMEDIES**

275. **Remedies:** The parties agree to the remedies for breach of Contract indicated below.

276. *If Buyer is in breach: (check one)*

277. ☐ All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 308-312 and/or proceed upon any claim or  
 278. remedy that the Seller may have in law or equity.  
 279. ☒ Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that  
 280. Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this  
 281. Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further  
 282. liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED)

284. *If Seller is in breach:*

285. All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 308-312, shall be entitled to the return of the  
 286. Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

287. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of  
 288. this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by the Buyer or  
 289. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains,  
 290. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court action.  
 291. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and  
 292. confidentially. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement  
 293. reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by  
 294. the parties to the Contract.

295. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small  
 296. Claims Division of an Arizona Justice Court (up to \$3,500), so long as the matter is not thereafter transferred or removed from the  
 297. Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or  
 298. agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that  
 299. is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending  
 300. action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to  
 301. mediate under this provision, nor shall it constitute a breach of the duty to mediate.




302. **Attorneys Fees and Costs:** If Buyer or Seller files suit against the other to enforce any provision of this Contract or for damages  
 303. sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's  
 304. fees and costs as awarded by the court. In addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against  
 305. all costs and expenses that any Broker may incur or sustain in connection with any lawsuit arising from this Contract and will pay the  
 306. same on demand unless the court grants judgment in such action against the party to be indemnified. Costs shall include, without  
 307. limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators, and court costs.

308. **Cancellation:** Any party who wishes to cancel this Contract as provided herein or because of any material breach by another party,  
 309. and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by  
 310. delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the basis for cancellation or  
 311. nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the  
 312. breaching party or Escrow Company.

313. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow  
 314. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this  
 315. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest  
 316. Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind,  
 317. and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the  
 318. release of Earnest Money.

319. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or Buyer  
 320. for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge  
 321. that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based  
 322. solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result  
 323. in a commission or fee to Broker, which shall be disclosed in writing to the Seller and Buyer as required by law.

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SELLER	SELLER					BUYER	BUYER			

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**ADDITIONAL TERMS**

324. Buyer and Seller understand this is an "AS-IS Sale". Buyer is encouraged to have any/all  
 325. inspections and may cancel the contract at any time during the 45 day Due Diligence period.  
 326. During the due diligence period buyer shall satisfy itself, in its sole discretion, with respect to  
 327. the physical condition of the property to include the mold remediation and as to the feasibility  
 328. and suitability of the property for buyer's intended purpose.  
 329. Offer is contingent upon confirmation of third party financing.  
 330. Re lines 110 through 121 are not applicable. Seller to provide city/county plat map.  
 331. Re lines 148 through 151 Seller has provided an SPDS to the property and buyer will review the  
 332. document.  
 333.  
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349. **Risk of Loss:** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of  
 350. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of  
 351. loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent  
 352. (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 308-312.  
 353. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.  
 354. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.  
 355. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.  
 356. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm,  
 357. broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated  
 358. herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled  
 359. to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller.  
 360. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,  
 361. expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or other similar party, other  
 362. than said named Broker(s) by reason of any dealings or act of the indemnifying party.  
 363. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by  
 364. separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of  
 365. Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or  
 366. payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection  
 367. of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the  
 368. party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable  
 369. attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE,**  
 370. **LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR**  
 371. **MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE SELLER**  
 372. **AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY BENEFICIARIES OF**  
 373. **THIS CONTRACT.**

&gt;&gt;

Commercial Real Estate Purchase Contract • Updated: February 2016  
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SELLER	SELLER

&lt;Initials

Initials&gt;

DS BT	
BUYER	BUYER





**Commercial Real Estate Purchase Contract >>**

Page 8 of 9

374. **Additional Compensation:** The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee, kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgage financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mortgage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payments for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this additional compensation as follows: N/A

380. \_\_\_\_\_  
381. \_\_\_\_\_

382. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of this Contract.

385. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any extensions of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed facsimile copy of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract. All references to days in this Contract shall be construed as calendar days.

393. **Assignment:** Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written consent of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

395. **Release of Brokers:** SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM CONCERNING THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE PROPERTY. SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME AND EXPENSE PROJECTIONS OR PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CONDITION, WOOD INFESTATION AND WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR OTHER GOVERNMENTAL REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.

404. (INITIALS REQUIRED) DS DS DS DS  
BUYER BUYER SELLER SELLER

405. **Time for Acceptance:** This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by: April 11, 2016 at 5:00 ☐ AM ☒ PM, Mountain Standard Time, or unless this offer to purchase has been previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

410. THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

412. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a copy hereof.

414. Britt Hanson 4/8/2016  
MO/DAY/YR MO/DAY/YR  
^ BUYER'S SIGNATURE ^ BUYER'S SIGNATURE

415. Cochise County Board of Supervisors & or Assisqns  
BUYER NAME PRINTED BUYER'S NAME PRINTED

416. By: Britt Hanson

417. Its: Chief Civil Deputy Cochise Coun

418. Drawer CA ADDRESS ADDRESS

419. Bisbee, AZ 85603 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

420. Broker: Preference Properties, LLC Debra A. DeRosa  
(COMPANY NAME) (LICENSEE)

421. 705 E Wilcox (520) 803-7363 debby.derosa@prefere  
Sierra Vista, AZ 85635 (ADDRESS) (TELEPHONE) (FAX) (E-MAIL)  
(520) 452-6155 nceprop.com

&gt;&gt;

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Initials Initials  
SELLER SELLER BUYER BUYER

Page 8 of 9

**ACCEPTANCE**

422. Agency Confirmation: The following agency relationship(s) is hereby confirmed for this transaction:

423. Listing Broker: Melissa Clayton Haymore Real Estate Company (520) 266-1068  
(PRINT SALESPERSON'S NAME AND AGENCY CODE) 0003 (PRINT FIRM NAME AND OFFICE CODE) HRE (TELEPHONE)

424. Is the agent of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller

425. Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named on  
 426. Lines 17-18 to deliver a copy to Buyer.

427. ☒ Counter Offer is attached, and is incorporated herein by reference. Seller must sign both the Contract and the  
 428. ☒ Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter Offer  
 429. shall be controlling.

430. The undersigned agree to sell the Property on the terms and conditions herein stated.

West Sierra Vista AZ

431. A SELLER'S SIGNATURE MO/DA/YR A SELLER'S SIGNATURE MO/DA/YR

432. West Sierra Vista AZ

SELLER'S NAME PRINTED

SELLER'S NAME PRINTED

433. By: A

434. Its: Authorized Rep

Its: Authorized Rep

435. ADDRESS

ADDRESS

436. CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

437. Broker: Haymore Real Estate Company  
(COMPANY NAME)

Melissa Clayton  
(LICENSEE)

500 E Fry Blvd

438. Sierra Vista, AZ 85635  
(ADDRESS)

(520) 266-1068  
(TELEPHONE)

(520) 458-2580  
(FAX)

azlandforyou@gmail.com  
(E-MAIL)

**ACCEPTANCE BY ESCROW COMPANY**

439. Date of Opening of Escrow: \_\_\_\_\_

440. The provisions of this Contract are hereby acknowledged and agreed to.

441. Escrow Company: Pioneer Title Agency

442. By: Wendy L. Sindelar

443. Its: \_\_\_\_\_

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

SELLER	SELLER
--------	--------

<Initials

Initials>

BUYER	BUYER
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Addendum to Commercial Real Estate Contract

Notwithstanding anything that may be construed to the contrary in the Commercial Real Estate Contract (the "Agreement") dated of even date herewith to which this Addendum is attached and incorporated therein by reference, Buyer (as defined in the Agreement) and Seller (as defined in the Agreement) hereby acknowledge and agree as follows:

1. No Recourse or Seller Warranties or Representations. THE SALE OF THE PROPERTY TO BUYER UNDER THE AGREEMENT SHALL BE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY NATURE BY SELLER OR ANY REPRESENTATIVE OF SELLER, AND BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY REPRESENTATIVE OF SELLER HAS MADE, OR DOES MAKE, AND SPECIFICALLY DISCLAIMS, AND BUYER IS NOT RELYING ON SELLER WITH RESPECT TO, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE PROPERTY, (B) THE MARKETABILITY, VALUE, QUALITY OR CONDITION OF THE PROPERTY; (C) THE STATE OF TITLE, PRIORITY OF LIENS, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, UTILITY CAPACITY OR COMMITMENT FOR UTILITY CAPACITY, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS, COMPLIANCE WITH SPECIFICATIONS, LOCATION, EXISTENCE OF OR COMPLIANCE BY THE PROPERTY WITH ANY FRANCHISE, MANAGEMENT OR OPERATING AGREEMENT, ANY LIQUOR, USE OR OCCUPANCY PERMIT OR LICENSE; (D) THE DESIGN, USE, QUALITY, DESCRIPTION, DURABILITY, OR QUALITY OF MATERIAL OR WORKMANSHIP WITH RESPECT TO OR PERTAINING IN ANY MANNER TO THE PROPERTY AND ALL IMPROVEMENTS LOCATED ON ANY OF THE PROPERTY; (E) THE COMPLIANCE BY SELLER OR ANY PREDECESSOR TO SELLER WITH ANY AND ALL APPLICABLE FEDERAL, STATE OR LOCAL LAWS AND ALL RULES, REGULATIONS, OR ORDINANCES PROMULGATED PURSUANT THERETO, PERTAINING TO OR IN ANY MANNER RELATED TO THE PROPERTY AND ANY STRUCTURES AND IMPROVEMENTS LOCATED ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT OF 1990 (AS SET FORTH IN CHAPTER 126 OF TITLE 42 OF THE UNITED STATES CODE) AND ALL REGULATIONS PROMULGATED THEREUNDER; (F) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA, STATEMENTS, AMOUNTS OR SOURCES OF INFORMATION PROVIDED TO BUYER; AND (F) ANY OTHER MATTERS PERTAINING TO THE PROPERTY. **IN ADDITION, SELLER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT MAKE NOR HAS MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS**

SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY LEGAL REQUIREMENT REGARDING HAZARDOUS SUBSTANCES, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS").

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN GIVEN OR SHALL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY AND OBTAIN ALL OTHER INFORMATION AND DOCUMENTATION AS BUYER DEEMS APPROPRIATE DURING THE FEASIBILITY PERIOD PROVIDED FOR IN THE AGREEMENT AND, THEREFORE, BUYER WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND BUYER IS RELYING UPON ITS OWN DETERMINATION OF THE QUALITY, ENFORCEABILITY, TITLE VALUE AND CONDITION OF THE PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ANY REPRESENTATIVE OF SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE NOR WILL BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT UNDERTAKEN TO CORRECT ANY MISINFORMATION OR OMISSIONS OF INFORMATION WHICH MIGHT BE NECESSARY TO MAKE ANY INFORMATION DISCLOSED TO BUYER NOT MISLEADING IN ANY RESPECT. BUYER AGREES CLOSING UNDER THIS AGREEMENT SHALL CONSTITUTE AN ACKNOWLEDGMENT THAT THE PROPERTY WAS PURCHASED, AND WILL BE ACCEPTED AT CLOSING, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AND OTHERWISE IN AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION, AND WITHOUT LIABILITY BY OR RECOURSE TO SELLER.

2. Seller's maximum liability under this Agreement and all matters arising out of, connected with or related to this Agreement shall not exceed \$5,000 in the aggregate and specific performance

shall not be a remedy permitted to Buyer under the Agreement and Buyer hereby waives the right of specific performance under the Agreement.

3. Buyer may not assign the agreement without the prior written consent of Seller except to an entity wholly owned or controlled by Buyer.
4. Buyer may not do any invasive testing at the Property without the prior written consent of Seller, which consent shall be given or withheld in the sole and absolute discretion of Seller.
5. Seller shall not be obligated to fix, cure or remove any matters on title to which Buyer objects.
6. All notices to Seller under the Agreement shall be sent to Seller at the following address:

WEST Sierra Vista AZ, LLC  
c/o Westport Capital Partners, LLC,  
40 Danbury Road, Wilton CT 06897  
Attn: Marc Porosoff  
Fax: 203-429-8599  
Email: [mporosoff@westportcp.com](mailto:mporosoff@westportcp.com)

- a. With copies to:

WEST Sierra Vista AZ, LLC  
c/o Westport Capital Partners, LLC,  
2121 Rosecrans Ave, Suite 4325, El Segundo CA 90245  
Attn: Peter Aronson  
Fax: 310-643-7379  
Email: [paronson@westportcp.com](mailto:paronson@westportcp.com)

AND

Urban Investment Research Corporation  
15700 W 103<sup>rd</sup> St, Lamont Illinois 60439  
Attn: David Peluso  
Fax: 1-773-650-1576  
Email: [dave@uirc.com](mailto:dave@uirc.com)

7. This Addendum shall form an integral part of the Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, the Addendum shall control.

Dated: April \_\_, 2016.

Buyer:

COCHISE COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

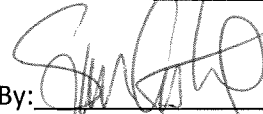
Seller:

WEST Sierra Vista AZ, LLC

By:  \_\_\_\_\_

Name: Pete Aronson

Title: Authorized Signatory

By:  \_\_\_\_\_

Name: Sean Armstrong

Title: Authorized Signatory



are removed and deleted

Haymore Real Estate

# COUNTER OFFER 1

Document updated:  
February 2011



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. This is a Counter Offer originated by the: ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant.
2. This is a Counter Offer to the ☒ Offer ☐ Counter Offer dated 04/08/2016 between the following Parties:  
MO/DAY/YR
3. Seller/Landlord: West Sierra Vista Az LLC
4. Buyer/Tenant: Cochise County Board, of Supervisors
5. Premises Address: 1728 Paseo San Luis, Sierra Vista, Az 85635
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. Close of escrow date to be on or before 07/05/2016.
8. The legal description is corrected to read: Lot 28, PUEBLO DEL SOL UNIT NO.6, according
9. to Book 10 of Maps, page 9, records of Cochise County, Arizona; EXCEPT All oil, gas, and
10. other minerals, salt water, brines, geo thermal resources and freshwater, as reserved
11. in instrument recorded at Documnet No. 8712-31763 records of Cochise County, Arizona.
12. Lines 152 thru 161 to be removed. The seller has very limited information about this
13. property. Seller has not seen this property. Any disclosures available by the seller
14. have already been provided to the buyers.
15. The seller will provide a set of blue prints/site plan in lieu of the plat map.
16. Lines 304-306, 353, 365-373, and the words "hold harmless and indemnify" are removed and
17. deleted from line 398. Lines 259-263 and lines 268-274 to be removed and be replaced
18. with: "Seller shall manage the property during the term of this agreement in the same
19. manner it previously managed the property." "If, during the period between the end of
20. the 45 day inspection period and closing, substantial damage occurs at the Property
21. which Seller elects not to repair, Buyer may terminate this Agreement and receive a
22. return of its deposit."
23. Sellers standard purchase contract addendum is attached and incorporated herein by this
24. reference.
25. **Time for acceptance:** Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant
26. to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable
27. by 04/13/2016 at 3:00 ☐ a.m. ☒ p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.
28. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /
29. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises
30. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned
31. acknowledges receipt of a copy hereof.
32. [Signature] Date: \_\_\_\_\_ Time: \_\_\_\_\_
33. ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant
34. [Signature] Date: 4/14/16 Time: \_\_\_\_\_
35. ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant

## ☐ RESPONSE

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the
38. additional counter offer, the provisions of the additional counter offer shall be controlling.
39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
40. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant
41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
42. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

## ☐ ACCEPTANCE

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.
45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
46. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant
47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
48. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

### For Broker Use Only:

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DAY/YR

(Added February 2012)

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(case removed and deleted)

Haymore Real Estate

**COUNTER OFFER** 1Document updated:  
February 2011

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. This is a Counter Offer originated by the: ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant.
2. This is a Counter Offer to the ☒ Offer ☐ Counter Offer dated 04/08/2016 between the following Parties:  
MODAYR
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9. to Book 10 of Maps, page 9, records of Cochise County, Arizona; EXCEPT All oil, gas, and
10. other minerals, salt water, brines, geo thermal resources and freshwater, as reserved
11. in instrument recorded at Documnet No. 8712-31763 records of Cochise County, Arizona.
12. Lines 152 thru 161 to be removed. The seller has very limited information about this
13. property. Seller has not seen this property. Any disclosures available by the seller
14. have already been provided to the buyers.
15. The seller will provide a set of blue prints/site plan in lieu of the plat map.
16. Lines 304-306, 353, 365-373, and the words "hold harmless and indemnify" are removed and
17. deleted from line 398. Lines 259-263 and lines 268-274 to be removed and be replaced
18. with: "Seller shall manage the property during the term of this agreement in the same
19. manner it previously managed the property." "If, during the period between the end of
20. the 45 day inspection period and closing, substantial damage occurs at the Property
21. which Seller elects not to repair, Buyer may terminate this Agreement and receive a
22. return of its deposit."
23. Sellers standard purchase contract addendum is attached and incorporated herein by this
24. reference.
25. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant
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27. by 04/13/2016 at 3:00 ☐ a.m. ☒ p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.
28. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /
29. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises
30. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned
31. acknowledges receipt of a copy hereof.
32. [Signature] Date: \_\_\_\_\_ Time: \_\_\_\_\_
33. ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant
34. [Signature] Date: 4/14/16 Time: \_\_\_\_\_
35. ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant

36. ☐ **RESPONSE**

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the
38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
40. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant
41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
42. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

43. ☒ **ACCEPTANCE**

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.
45. Britt Hanson Date: 4/12/2016 Time: 1:02 p.m.
46. ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant
47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
48. ☐ Seller ☐ Buyer ☐ Landlord ☐ Tenant

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

(Added February 2012)

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Addendum to Commercial Real Estate Contract

Notwithstanding anything that may be construed to the contrary in the Commercial Real Estate Contract (the "Agreement") dated of even date herewith to which this Addendum is attached and incorporated therein by reference, Buyer (as defined in the Agreement) and Seller (as defined in the Agreement) hereby acknowledge and agree as follows:

1. No Recourse or Seller Warranties or Representations. THE SALE OF THE PROPERTY TO BUYER UNDER THE AGREEMENT SHALL BE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY NATURE BY SELLER OR ANY REPRESENTATIVE OF SELLER, AND BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY REPRESENTATIVE OF SELLER HAS MADE, OR DOES MAKE, AND SPECIFICALLY DISCLAIMS, AND BUYER IS NOT RELYING ON SELLER WITH RESPECT TO, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE PROPERTY, (B) THE MARKETABILITY, VALUE, QUALITY OR CONDITION OF THE PROPERTY; (C) THE STATE OF TITLE, PRIORITY OF LIENS, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, UTILITY CAPACITY OR COMMITMENT FOR UTILITY CAPACITY, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS, COMPLIANCE WITH SPECIFICATIONS, LOCATION, EXISTENCE OF OR COMPLIANCE BY THE PROPERTY WITH ANY FRANCHISE, MANAGEMENT OR OPERATING AGREEMENT, ANY LIQUOR, USE OR OCCUPANCY PERMIT OR LICENSE; (D) THE DESIGN, USE, QUALITY, DESCRIPTION, DURABILITY, OR QUALITY OF MATERIAL OR WORKMANSHIP WITH RESPECT TO OR PERTAINING IN ANY MANNER TO THE PROPERTY AND ALL IMPROVEMENTS LOCATED ON ANY OF THE PROPERTY; (E) THE COMPLIANCE BY SELLER OR ANY PREDECESSOR TO SELLER WITH ANY AND ALL APPLICABLE FEDERAL, STATE OR LOCAL LAWS AND ALL RULES, REGULATIONS, OR ORDINANCES PROMULGATED PURSUANT THERETO, PERTAINING TO OR IN ANY MANNER RELATED TO THE PROPERTY AND ANY STRUCTURES AND IMPROVEMENTS LOCATED ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT OF 1990 (AS SET FORTH IN CHAPTER 126 OF TITLE 42 OF THE UNITED STATES CODE) AND ALL REGULATIONS PROMULGATED THEREUNDER; (F) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA, STATEMENTS, AMOUNTS OR SOURCES OF INFORMATION PROVIDED TO BUYER; AND (F) ANY OTHER MATTERS PERTAINING TO THE PROPERTY. IN ADDITION, SELLER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT MAKE NOR HAS MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS

SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY LEGAL REQUIREMENT REGARDING HAZARDOUS SUBSTANCES, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE CLEAN AIR ACT, ANY SO CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS").

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN GIVEN OR SHALL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY AND OBTAIN ALL OTHER INFORMATION AND DOCUMENTATION AS BUYER DEEMS APPROPRIATE DURING THE FEASIBILITY PERIOD PROVIDED FOR IN THE AGREEMENT AND, THEREFORE, BUYER WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND BUYER IS RELYING UPON ITS OWN DETERMINATION OF THE QUALITY, ENFORCEABILITY, TITLE VALUE AND CONDITION OF THE PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ANY REPRESENTATIVE OF SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE NOR WILL BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT UNDERTAKEN TO CORRECT ANY MISINFORMATION OR OMISSIONS OF INFORMATION WHICH MIGHT BE NECESSARY TO MAKE ANY INFORMATION DISCLOSED TO BUYER NOT MISLEADING IN ANY RESPECT. BUYER AGREES CLOSING UNDER THIS AGREEMENT SHALL CONSTITUTE AN ACKNOWLEDGMENT THAT THE PROPERTY WAS PURCHASED, AND WILL BE ACCEPTED AT CLOSING, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AND OTHERWISE IN AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION, AND WITHOUT LIABILITY BY OR RECOURSE TO SELLER.

2. Seller's maximum liability under this Agreement and all matters arising out of, connected with or related to this Agreement shall not exceed \$5,000 in the aggregate and specific performance

shall not be a remedy permitted to Buyer under the Agreement and Buyer hereby waives the right of specific performance under the Agreement.

3. Buyer may not assign the agreement without the prior written consent of Seller except to an entity wholly owned or controlled by Buyer.
4. Buyer may not do any invasive testing at the Property without the prior written consent of Seller, which consent shall be given or withheld in the sole and absolute discretion of Seller.
5. Seller shall not be obligated to fix, cure or remove any matters on title to which Buyer objects.
6. All notices to Seller under the Agreement shall sent to Seller at the following address:

WEST Sierra Vista AZ, LLC  
c/o Westport Capital Partners, LLC,  
40 Danbury Road, Wilton CT 06897  
Attn: Marc Porosoff  
Fax: 203-429-8599  
Email: [mporosoff@westportcp.com](mailto:mporosoff@westportcp.com)

- a. With copies to:

WEST Sierra Vista AZ, LLC  
c/o Westport Capital Partners, LLC,  
2121 Rosecrans Ave, Suite 4325, El Segundo CA 90245  
Attn: Peter Aronson  
Fax: 310-643-7379  
Email: [paronson@westportcp.com](mailto:paronson@westportcp.com)

AND

Urban Investment Research Corporation  
15700 W 103<sup>rd</sup> St, Lamont Illinois 60439  
Attn: David Peluso  
Fax: 1-773-650-1576  
Email: [dave@uirc.com](mailto:dave@uirc.com)

7. This Addendum shall form an integral part of the Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, the Addendum shall control.

Dated: April \_\_, 2016. 4/12/2016

Buyer:

COCHISE COUNTY BOARD OF SUPERVISORS

DocuSigned by:  
By: Britt Hanson  
89662177EF1E41D  
Name: Britt Hanson  
Title: Chief Civil Deputy, County Attorney

Seller:

WEST Sierra Vista AZ, LLC

By: [Signature]  
Name: Pete Aronson  
Title: Authorized Signatory  
By: [Signature]  
Name: Sean Aronson  
Title: Authorized Signatory



Preference Properties LLC

**ADDENDUM 1**Document updated:  
June 1993

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. This is an addendum originated by the: ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated April 11, 2016 between the following Parties:  
MO/DA/YR
3. Seller/Landlord: West Sierra Vista AZ LLC
4. Buyer/Tenant: Cochise County Board of , Supervisors & or Assisqns
5. Premises: 1728 Paseo San Luis, Sierra Vista, AZ 85635
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. Line 42 of the contract shall read \$745,000.00.
8. Nothing follows.
9. \_\_\_\_\_
10. \_\_\_\_\_
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42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

DocuSigned by:  
Britt Hanson 4/12/2016

43. \_\_\_\_\_
44. ☒ Seller ☒ Buyer MO/DA/YR ☐ Seller ☐ Buyer MO/DA/YR
45. ☐ Landlord ☐ Tenant ☐ Landlord ☐ Tenant
46. [Signature], authorized signatory 4/12/16 [Signature], authorized signatory 4/12/16
47. ☐ Seller ☐ Buyer MO/DA/YR ☐ Seller ☐ Buyer MO/DA/YR
48. ☐ Landlord ☐ Tenant ☐ Landlord ☐ Tenant

49. **For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

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Preference Properties LLC 705 East Wilcox Sierra Vista, AZ 85635

Phone: (520)803-7368

Fax: (520)452-6155

Debra DeRosa

Cochise County

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**RESOLUTION 16-\_\_**

**APPROVING PURCHASE AGREEMENT FOR 1728 PASEO SAN LUIS, SIERRA VISTA**

**WHEREAS**, the County has been searching for an appropriate facility to house a joint dispatch center for the Sheriff and the City of Sierra Vista; and

**WHEREAS**, the County identified the facility located at 1728 Paseo San Luis, Sierra Vista, as possibly a suitable facility, and directed the County Administrator and County Attorney to negotiate the purchase of the facility; and

**WHEREAS**, on April 12, 2016, the County, through the Chief Civil Deputy County Attorney, signed a Purchase Agreement for that facility for \$750,000, which Agreement is attached hereto; and

**WHEREAS**, said Purchase Agreement provides the County with a forty-five day due diligence period in which to inspect the property and title,

**NOW, THEREFORE, IT IS RESOLVED** that we, the Board of Supervisors, Cochise County, Arizona, do hereby approve the Purchase Agreement for purchase of 1728 Paseo San Luis, Sierra Vista, for the price of \$750,000, subject to all the terms and conditions of said Purchase Contract.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Richard Searle, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Arlethe Rios,  
Clerk of the Board

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Britt W. Hanson,  
Chief Civil Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Request for additional funding of Legal Defender's currently open Attorney I/II position

**Submitted By:** Susana Urcadez, Legal Defender

**Department:** Legal Defender

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Joel Larson

**TITLE of PRESENTER:** Legal Defender

**Mandated Function?:** Federal or State Mandate

**Source of Mandate or Basis for Support?:** 11-584

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve an increase to the Legal Defender total salary fund of \$21,500, or \$25,643 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

**Background:**

Between FY 10/11 and FY 14/15 felony cases requiring attorney appointment by the Indigent Defense Coordinator dropped to a five year average of 695 cases. The Indigent Defense Coordinator is now projecting that felony cases for FY 15/16 will exceed that five year average by 44% for a total of 1,004 cases. In order to effectively handle this large volume of cases, this office needs a full complement of experienced counsel able to handle voluminous and complex matters at both the Early Resolution Court (ERC) and trial level. Many of the cases include serious charges and require experienced counsel. The current Legal Defender total salary fund budget will not support filling our vacant attorney position with an experienced attorney capable of handling these cases.

**Department's Next Steps (if approved):**

Once approved the Legal Defender will work with the Human Resource Department to recruit and fill the vacant attorney position as a senior level position at a salary of \$78,492.00.

**Impact of NOT Approving/Alternatives:**

Additional cost to county general fund in the form of private attorney appointments to felony cases that could otherwise be represented by the Legal Defender.

**To BOS Staff: Document Disposition/Follow-Up:**

Please notify Susana Urcadez of the Legal Defender Department when approved to increase the Legal Defender's Attorney II/III salary fund.

**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** FY15/16

**One-time Fixed Costs? (\$\$\$):** \$25,643

**Ongoing Costs? (\$\$\$):** \$25,643

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

General funds needed to increase Legal Defender total salary fund by \$21,500 plus \$4,143 in benefits for a total of \$25,643 to fill one vacant attorney position as an Attorney III.

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**Attachments**

Memo

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**Cochise County**  
**Legal Defender's Office**

*Public Programs...Personal Service*  
[www.cochise.az.gov](http://www.cochise.az.gov)

## Interoffice Memorandum

To: Jim Vlahovich, County Administrator; Ed Gilligan, Deputy County Administrator

From: Joel Larson, Legal Defender

Date: April 25, 2016

Subject: **Request for additional funding of Legal Defender's currently open Attorney I/II position**

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This is a request for additional funding of \$21,500 for our currently open Attorney II/ III position. This request is based on the continued increase in felony case numbers, and the projections that these numbers will continue at this level for the foreseeable future.

IDC statistics show the following total of IDC felony case assignments for FY 10/11 through FY 14/15, the first two quarters of FY 15/16 and January and February of 2016 (see chart below)

FY	Total Felony Cases
10/11	856 Cases
11/12	760 Cases
12/13	577 Cases
13/14	596 Cases
14/15	686 Cases
15/16	502 Cases
Jan. 16	95 cases
Feb. 16	118 cases

Although this office was able to handle all non-conflict felony and probation revocation matters referred to it for nearly seven years, a combination of staff shortages and increased felony filings resulted in this office having to overload cases. I have concluded that the office and thus the County are best served by maintaining a full complement of experienced attorneys who are able to handle all aspects of the voluminous, fast paced defense of the criminally accused in Cochise County.

Our vacant position is currently funded at \$56,992. I am requesting an increase in funding for this position of an additional \$21,500, which will enable us to fill the position with a qualified candidate, while also maintaining internal equity.



**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/10/2016

Increase Public Defender total salary fund to fill a vacant attorney position for felony cases

**Submitted By:** Delores Putnam, Public Defender

**Department:** Public Defender

**Presentation:**

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS** 0

**Submitted for Signature:**

**NAME  
of PRESENTER:**

**TITLE  
of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve an increase to the Public Defender total salary fund of \$46,632, or \$55,618 including benefits, for the purpose of filling a vacant attorney position for felony case representation.

**Background:**

Between FY10/11 and FY14/15 felony cases requiring attorney appointment by the Indigent Defense Coordinator dropped to a five year average of 695 cases. For the past few years, the Public Defender held one entry level attorney position vacant based on the reduced felony case numbers and to generate vacancy savings. The Indigent Defense Coordinator is now projecting that felony cases for FY15/16 will exceed that five year average by 44% for a total of 1,004 cases. Many of these cases include serious charges and require experienced counsel. The current Public Defender total salary fund budget will not support filling our vacant attorney position with an experienced attorney capable of handling these cases.

**Department's Next Steps (if approved):**

Once approved the Public Defender will work with the Human Resources Department to recruit and fill the vacant attorney position as a senior level position at a salary in the range of \$74,000 to \$76,000 as soon as possible.

**Impact of NOT Approving/Alternatives:**

Additional cost to the county general fund in the form of private attorney appointments to felony cases that could otherwise be represented by the Public Defender.

**To BOS Staff: Document Disposition/Follow-Up:**

Notify Mark Suagee and Delores Putnam of the Public Defender Department when approved to begin the recruitment process .

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**Budget Information**

*Information about available funds*

**Budgeted:** ☐

**Funds Available:** ☐

**Amount Available:**

**Unbudgeted:** ☐

**Funds NOT Available:** ☐

**Amendment:** ☐

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** FY15/16

**One-time Fixed Costs? (\$\$\$):** \$55,618

**Ongoing Costs? (\$\$\$):** \$55,618

**County Match Required? (\$\$\$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

General funds needed to increase Public Defender total salary fund by \$46,632 plus \$8,986 in benefits for a total of \$55,168 to fill one vacant attorney position as an attorney III.

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**Attachments**

*No file(s) attached.*

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